

**Commissioners Court -- APRIL 9, 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 **APRIL 9, 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 the historical significance of The Alba Ranch of Dripping Springs. **BECERRA**
2. Adopt a Proclamation recognizing April 2023 as National Donate Life Month in Hays County. **INGALSBE**
3. Adopt a Proclamation recognizing April 2024 as Sexual Assault Awareness & Prevention Month. **BECERRA**
4. Adopt a Proclamation recognizing April 2024 as Child Abuse Prevention and Awareness Month. **BECERRA**
5. Adopt a Proclamation recognizing April 14th - 20th, 2024, as National Telecommunicators Week. **INGALSBE**
6. Presentation by representatives of Aaron Concrete Contractors, LLC regarding work zone and construction area awareness and safety. **SMITH/SHELL/BORCHERDING**
7. Presentation by Carina Pinales from the Riparius Foundation regarding equipping small businesses and non-profit organizations with essential tools and knowledge, bridging the digital and education divides that hinder their stabilization and growth. **INGALSBE**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**

4. Approve Commissioners Court Minutes of March 26, 2024. **BECERRA/CARDENAS**
5. Approve the payment of the April 15, 2024 payroll disbursements in an amount not to exceed \$4,300,000.00 effective April 15, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize the County Judge to execute a proposal with Red River Restorations for the replacement and repair of window glass at the Historical Courthouse in the amount of \$2,120.70; authorize a waiver to the purchasing policy to obtain three quotes and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
7. Authorize Building Maintenance to purchase two new doors from Hull for work that has been completed in the Human Resource Office and the Tax Office in the amount of \$3,450.00 and amend the budget accordingly. **SHELL/T.CRUMLEY**
8. Authorize the County Judge to execute Security One work order to repair the fire and security panel located at the Precinct 5 Building and authorize a waiver to the purchasing policy for obtaining three quotes. **SMITH/T.CRUMLEY**
9. Authorize the County Judge to execute a work order with Security One for the installation of four (4) new cameras to the exterior of the Elections/IT building and amend the budget accordingly. **BECERRA/DOINOFF/MCGILL**
10. Authorize payment to Emocha Mobile Health Inc. in the amount of \$7,560.00 for access to the Emocha for Directly Observed Therapy software in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/T.CRUMLEY**
11. Authorize the acceptance of a grant application from the Department of State Health Services (DSHS) Grant Agreement Contract No. HHS001439500039, Public Health Emergency Preparedness (CPS/PHEP) Grant Program in the amount of \$126,721.00. **INGALSBE/T.CRUMLEY**
12. Authorize the acceptance of the Department of State Health Services (DSHS), COVID-19 Health Disparities Grant Contract budget revision of the combined FY23 and FY24 in the amount of \$274,725.00. **INGALSBE/T.CRUMLEY**
13. Authorize the submission of an abridged application to the Texas Water Development Board, Flood Infrastructure Fund grant program in the amount of \$178,526.00. **BECERRA/T.CRUMLEY/JONES**
14. Authorize the submission of an abridged application to the Texas Water Development Board, Flood Infrastructure Fund grant program in the amount of \$1,125,000.00. **SHELL/T.CRUMLEY/BORCHERDING**
15. Authorize the acceptance of a grant award from the Lower Colorado River Authority (LCRA), Community Development Partnership Program in the amount of \$9,885.00 and amend the budget accordingly. **BECERRA/T. CRUMLEY/JONES**
16. Approve out-of-state travel for Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 22-25, 2024 in Miami, Florida. **INGALSBE/CUTLER**
17. Approve out-of-state travel for Crime Analyst Brandy Schiber to attend the International Association of Law Enforcement Intelligence Analysts Conference on April 22-26, 2024, in New Orleans, Louisiana. **INGALSBE/CUTLER**
18. Authorize an amendment using existing funds of \$12,643.00 for air conditioning repairs for the Sheriff's Office Training Academy. **SHELL/CUTLER**
19. Authorize a waiver to the purchasing policy for the Sheriff's Office to purchase a \$1,300.00 Annual Service Agreement with Valorence, LLC. **SHELL/CUTLER**
20. Authorize the County Judge to execute an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to Buyboard Contract 708-23 Auctioneer Services for the Hays County Fiscal Year 2024 Auction. **BECERRA/HUNT**
21. Authorize the County Judge to execute amendment one to the Interlocal Master Agreement (ILMA) #2020-0107 with Texas State University, extending the termination date until August 31, 2028. **SHELL/T.CRUMLEY**

22. Authorize the Hays County Judge to execute an amendment to an Interlocal Agreement partially executed on or about February 27, 2024, between Hays County, Texas; City of Dripping Springs, Texas; City of Woodcreek, Texas; The Watershed Association, and Texas State University through its Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP). **SHELL/T.CRUMLEY**
23. Approve the appointment of Grant Tait to the Emergency Services District (ESD) No. 1 Board of Emergency Services Commissioners, to fill the position formerly held by Robert Luddy, for a term ending December 31, 2024. **SMITH**
24. Accept the delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2023 for filing with the Hays County Commissioners Court pursuant to Texas Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual. **VILLARREAL-ALONZO**
25. Approve the BTX Small Business Market event on the courthouse grounds organized by Triple Elevation Custom Creations on the 4th Saturdays of every month in 2024. **BECERRA**
26. Approve Utility Permits. **SHELL/INGALSBE/BORCHERDING**
27. Amend the wording of a motion made by the Commissioners Court on Item K2 on the March 26, 2024 agenda from "owned by BCG Uhland, LP" to "owned by Sun Creeks Crossing, LLC, a Michigan limited liability company" effective March 26, 2024. **INGALSBE**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to approve and authorize the County Judge to execute the scope and fee agreement between Hays County and Pape-Dawson Engineers related to a Right-of-Way study for a proposed extension of Posey Road. **INGALSBE/BORCHERDING**
2. Discussion and possible action to authorize the execution of Contract Amendment No. 5 in the amount of \$25,000.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection 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). **SMITH/BORCHERDING**
3. Hold a public hearing with possible action to establish a "No Parking" zone along the south side (school side) of Vista Gardens Drive from Aura Drive to Sunbright Boulevard for Sunfield Elementary School. **COHEN/BORCHERDING**
4. Discussion and possible action to call for a public hearing on April 23, 2024 to establish a "No Parking" zone along both sides of Marsh Lane from Painted Desert Lane to the school exit for Ralph Pfluger Elementary School. **COHEN/BORCHERDING**
5. Discussion and possible action to call for a public hearing on April 23, 2024, to establish a 4-way stop on Summit Drive at Bluebonnet Way within Green Pastures Subdivision. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2413-PC; The Cliffs of Onion Creek, Lot 1, Replat. Discussion and possible action to consider a variance from Chapter 721 § 5.05(B) of the Hays County Development Regulations and approval of final plat. **SHELL/PACHECO**
2. PLN-2441-NP; Discussion and possible action regarding the Shelton Ranch Subdivision, Final Plat. **SMITH/PACHECO**
3. PLN-2347-NP; Discussion and possible action regarding the Freedom at Anthem Phase 1A, 2 and 3, Final Plat and accept fiscal surety for street and drainage improvements in the amount of \$8,983,610.22. **SMITH/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the Juvenile Center to purchase 20 communication devices with commensurate headsets, controllers and earpieces; 4 charging stations; and service plan with Relay, Inc. effective April 1, 2024. **INGALSBE/LITTLEJOHN**
2. Discussion and possible action to authorize Constable 3 to procure a credit card for an amount not to exceed \$2,000.00 from the County depository bank. **SHELL/MONTAGUE**
3. Discussion and possible action to authorize the execution of Amendment No. 6 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. **BECERRA/MILLER**
4. Discussion and possible action to renew Judges' Professional Liability Insurance Policies with Texas Lawyers Insurance Exchange (TLIE). **BECERRA/MILLER**
5. Discussion and possible action to authorize addition of general and law enforcement liability coverage on one newly purchased unmanned aircraft. **BECERRA/MILLER**
6. Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the low water crossing master flasher located at Bell Springs Road and Barton Creek authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **SMITH/MIKE JONES**
7. Discussion and possible action to authorize out of state travel to Washington D.C. for Deputy Constable's David Gamble, Daniel Duggins, Tate Puryear, Juan Zesati, and John Pozuc related to the National Police Officer Memorial to be held May 9th through May 17th and amend the budget accordingly. **SMITH/HOOD/ELLEN**

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 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 (Parcel 15/15E1/15E2) in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**
3. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire: (1) fee simple title in and to approximately 0.108 acre (Parcel 2), and (2) utility easement interest in and across approximately 0.013 acres (Parcel 2E), owned by Lena Marie Ormand, individually, and Lena Marie Ormand and William C. Ormand as Co-trustees of the William C. Ormand Trust and the Rhonda Ormand McGaugh Trust, and which are required for the construction, reconstruction, maintaining and operating the Hillside Terrace roadway improvements and related utility adjustments, and take other appropriate action. Possible discussion and/or action to follow in open court. **COHEN**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple title in and to approximately 0.039 acre (Parcel 6) owned by Rhonda G. Ormand McGaugh aka Ronda Gail McGaugh, and which are required for the construction, reconstruction, maintaining and operating the Hillside Terrace roadway improvements and related utility adjustments, and take other appropriate action. Possible discussion and/or action to follow in open court. **COHEN**

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

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 5th day of April, 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: 04/09/2024

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing the historical significance of The Alba Ranch of Dripping Springs. **BECERRA**

Summary

On April 20, 2024, the official dedication and unveiling of an untold historical marker will be held at the property formerly known as The Alba Ranch in Dripping Springs. The historical marker was awarded by the Texas Historical Commission.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING
THE ALBA RANCH of DRIPPING SPRINGS**

**STATE OF TEXAS §
 §
COUNTY OF HAYS §**

WHEREAS, between 1903 and 2005, when the last ownership of the Alba Ranch was sold and the Alba family parted with the final 160 acres ending more than a century of four generations of ownership, Victoriano Alba's offspring had settled nearly one thousand acres in Hays County, Texas; and

WHEREAS, Mexican born Victoriano Alba was a widower when he moved to Dripping Springs in 1903 bringing with him six sons (Alberto, Francisco, Santiago, Cresencio, Felipe and Anastasio) and two daughters (Antonia and Cruz) where they built a large wooden house and six small stone houses of which three remain intact; and

WHEREAS, his neighbor Anacleto Duran on Bell Springs Road had also amassed nearly one thousand acres and the two families were united by the marriage of their children; and

WHEREAS, the first Hays County Courthouse recorded birth in 1903 is a male child with the surname Alba; and

WHEREAS, a grandson, Tomas, was a beekeeper on the ranch and central to their lives was a windmill-powered well, livestock, horses, mules, hogs, and dairy cows as well as a garden, fruit trees, a root cellar with old bottles, jars and pottery; and

WHEREAS, an iconic Cottonwood tree shaded a well that held metal cups for water and was surrounded by a rock wall on McGregor Lane; and

WHEREAS, daughter Cruz Alba and husband Jesus Ramirez conveyed two acres in 1916 for school purposes to the Millseat School near Henly; and

WHEREAS, the descendants of Cruz Alba Ramirez helped organize the growing Catholic population in Dripping Springs resulting in the St. Martin de Porres Parish; and

WHEREAS, several funeral processions in horse drawn wagons were held towards Bell Springs Road where family members are buried in the **James-Duran-Alba Historic Texas Cemetery**; and

WHEREAS, the Texas Historical Commission recognized the historical significance of the Alba Ranch and awarded a historical marker that will be officially dedicated and unveiled on the Alba Ranch located at 2750 McGregor Lane, Dripping Springs, Texas on Saturday, April 20, 2024 at 11:00 a.m.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County, does hereby recognize the historical contributions of Victoriano Alba, his offspring, and his descendants, not only to Dripping Springs but to all of Hays County, Texas.

ADOPTED THIS THE 9th DAY OF APRIL 2024

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing April 2023 as National Donate Life Month in Hays County. **INGALSBE**

Summary

Please refer to the attached proclamation.

Attachments

Donate Life Proclamation



**PROCLAMATION RECOGNIZING APRIL 2024 AS
NATIONAL DONATE LIFE MONTH IN HAYS COUNTY**

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, National Donate Life Month (NDLM) is observed each April; and

WHEREAS, while NDLM is a time to bring attention to organ donation, it also highlights the life-changing benefits of eye and tissue donation. It is a time to spotlight the donors who give the gift of life, recipients whose lives have been saved and enhanced, and those who died waiting to receive their gift; and

WHEREAS, The Donate Life Texas Registry (www.donatelifetexas.org) is the official registry for organ, eye, and tissue donation in the State of Texas. Just one person who registers their intent to donate their organs, corneas, and tissue might save up to 8 lives through organ donation and save or heal 75 or more through tissue and corneal (eye) donation; and

WHEREAS, as of April 9, 2024, there are over 103,000 people on the National Transplant Waiting List and more than 10,000 of them are our fellow Texans; and

WHEREAS, Over 15 million Texans have registered as organ, eye, and tissue donors, on the Donate Life Texas Registry. Using 2020 U.S. Census data, an astonishing 87% of eligible Hays County residents are registered donors; and

WHEREAS, almost every part of your body can be donated to save and heal. This includes the heart, lungs, liver, kidney, pancreas, and small intestine for organ donation. Tissue grafts including bone, skin, veins, ligaments and tendons, nerves, and heart valves (pediatric and adult), may also be donated, along with corneas.

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

“NATIONAL DONATE LIFE MONTH IN HAYS COUNTY”

And encourage its residents of all ages to register as organ, eye, and tissue donors.

ADOPTED THIS THE 9th DAY OF APRIL 2024

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: **F. 3.**

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing April 2024 as Sexual Assault Awareness & Prevention Month. **BECERRA**

Summary

Proclamation Attached.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING
SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime; and

WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations; and

WHEREAS, the Hays-Caldwell Women’s Center provided direct services to **616** adult victims of sexual assault in Hays and Caldwell Counties last year; and

WHEREAS, Hays County is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and

WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of Hays County depends upon our actions to end sexual assault;

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

SEXUAL ASSAULT AWARENESS & PREVENTION MONTH

ADOPTED THIS THE 9th DAY OF APRIL 2024

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



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

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing April 2024 as Child Abuse Prevention and Awareness Month. **BECERRA**

Summary

Proclamation Attached.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING
CHILD ABUSE PREVENTION AND AWARENESS MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, more than **63,989** cases of child abuse and neglect were confirmed in Texas in 2023 resulting in 9,962 children in foster care in Texas and the death of 173 children in Texas in 2023; and

WHEREAS, 286 children were confirmed victims of abuse in Hays county in 2023; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people. Through the perseverance of our many community organizations working daily to end child abuse, we continually served children throughout the pandemic; and

WHEREAS, locally, representatives from Hays County Child Protective Board, Hays County District Attorney’s Office, Hays-Caldwell Women’s Center and Roxanne’s House, Greater San Marcos Youth Council, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), San Marcos, Buda and Kyle Police Departments, Hays County Sheriff’s Office, and Christus Santa Rosa- San Marcos have joined forces to provide preventive and supportive services to child victims and their families; and

WHEREAS, every child in Hays County deserves to be safe, nurtured and supported in caring relationships;

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

CHILD ABUSE PREVENTION AND AWARENESS MONTH

And calls upon the citizens of Hays County to work together to raise awareness and prevent child abuse in our community and beyond.

ADOPTED THIS THE 9TH DAY OF APRIL 2024

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



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

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing April 14th - 20th, 2024, as National Telecommunicators Week. **INGALSBE**

Summary

Attachments

2024 NTW Proclamation



**PROCLAMATION
NATIONAL TELECOMMUNICATORS WEEK**

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, Public Safety Dispatchers are the first contact our residents have with emergency services. They provide steady guidance and support in a caller's most frantic and panicked moments; and

WHEREAS, Public Safety Dispatchers are the a vital link for our police officers and firefighters by monitoring their activities, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers are more than a calm and reassuring voice at the other end of the phone, they are the "unseen first responders." They are knowledgeable and highly trained individuals who work closely with other police, fire, and medical personnel; and

WHEREAS, Public Safety Dispatchers of Hays County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding, dedication and professionalism during the performance of their job in the past year; and

WHEREAS, Public Safety Dispatchers serve the public in countless ways without recognition by the beneficiaries of their services.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 14-20, 2024 as

National Telecommunicator Week.

ADOPTED THIS THE 9th DAY OF APRIL 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. Cardenas, Hays County Clerk



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item

Presentation by representatives of Aaron Concrete Contractors, LLC regarding work zone and construction area awareness and safety. **SMITH/SHELL/BORCHARDING**

Summary

The Texas Department of Transportation (TxDOT) and the Federal Highway Administration will observe National Work Zone Awareness Week between April 15 and April 19, urging drivers to slow down, pay attention, and be extra cautious when driving through work zones and construction areas. According to TxDOT, in 2022, more than 25,000 traffic crashes occurred in work zones in Texas. These crashes resulted in 205 deaths, with another 788 people seriously injured. The County has the RM 12 at RM 3237 intersection improvements in Wimberley under construction as part of the County's Road Bond Program. This project is in addition to those projects being constructed by TxDOT as part of the County's Road Bond Program, including FM 621 safety in San Marcos, RM 967 rehabilitation in Buda and Kyle, and US 290 at Trautwein intersection improvements in Dripping Springs, with the RM 3237 safety improvements in Wimberley anticipated to begin construction by TxDOT later this spring. These projects under construction may have road closures, lane closures, or detours. A presentation at Court would benefit the traveling public and construction workers at these project locations. The presentation will focus on general industry issues regarding work zone and construction area awareness and safety.



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

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Carina Plnales from the Riparius Foundation regarding equipping small businesses and non-profit organizations with essential tools and knowledge, bridging the digital and education divides that hinder their stabilization and growth. **INGALSBE**

Summary

Additional information will be presented in Court.



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

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of March 26, 2024. **BECERRA/CARDENAS**

Summary

Attachments

3/26/2024 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES



MARCH 26, 2024

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 26th DAY OF MARCH 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
ROXANNE RODRIGUEZ	CHIEF 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. The court held a moment of silence for the accident involving a Tom Green Elementary School bus.

PUBLIC COMMENTS

Dan Lyon made a public comment concerning county debt and disbursements. Rodrigo Amaya made a public comment concerning county spending and operations. Virginia Parker made a public comment concerning the proposed RM 150 realignment and its proximity to the Blanco River. Natalie Avendano made a public comment concerning immigration rhetoric and a letter signed by Sheriff Cutler to Governor Abbott. Karen Munoz made a public comment concerning immigration rhetoric and a letter signed by Sheriff Cutler to Governor Abbott. Sam Benavides made a public comment concerning immigration rhetoric and a letter signed by Sheriff Cutler to Governor Abbott. Elle Cross made a public comment concerning immigration rhetoric and a letter signed by Sheriff Cutler to Governor Abbott. Sergio Garcia made a public comment concerning Hays County court fines and fees collection services. Jon Credit made a public comment concerning the proposed RM 150 realignment and its impact on the river.

Presentation of Hays County Employee Service and Retirement Awards.

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

Presentation by Mike Jones recognizing Cumorah Eldridge and Andrew Cox, both with The Texas School Safety Center, as the Office of Emergency Service's Community partner of 2023.

Mike Jones, Director of Emergency Services, recognized Eldridge and Cox for their assistance with the county's emergency preparedness.

Presentation by Austin Pets Alive regarding Overview of Final Recommendations and Operation of Pet Resource Center.

Lee Ann Shenefiel, Austin Pets Alive (APA) Executive Advisor, presented Pet Resource Center recommendations to the court, including a virtual resource center, direct support to the San Marcos Regional Animal Shelter, and possible facility operations. The court thanked APA for all their work. Commissioner Shell spoke about potential partnerships with cities. Commissioner Smith expressed concerns over the proposed budget and staffing. Judge Becerra spoke about planning for future growth and the benefits of community outreach. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated the new animal ordinance is being finalized.

**40151 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

40152 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

40153 Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.

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

5 - 0 Passed - Unanimously

40154 Approve the payment of the March 31, 2024 payroll disbursements in an amount not to exceed \$5,200,000.00 effective March 28, 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 March 31, 2024 payroll disbursements in an amount not to exceed \$5,200,000.00 effective March 28, 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

40155 Approve Commissioners Court Minutes of March 12, 2024.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Commissioners Court Minutes of March 12, 2024.

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

5 - 0 Passed - Unanimously

40156 Approve and confirm the appointment of Clark Flynn as a regular full-time Deputy Constable in the Hays County Constable's Precinct 1 Office.

David Peterson, Constable Precinct 1, introduced Flynn to the court and spoke about his experience. Rodrigo Amaya made a public comment against the item.

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

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

5 - 0 Passed - Unanimously

40157 Approve and confirm the appointment of Travis Talbot as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office.

Michael Torres, Constable Precinct 2, introduced Talbot to the court and stated this is not a new position. Talbot spoke about his experience. Rodrigo Amaya made a public comment against the item.



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

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

5 - 0 Passed - Unanimously

40158 Approve the Hispanic Heritage Exhibition Walk Celebration event on the courthouse grounds sponsored by Centro Cultural Hispano de San Marcos and LULAC Council #654 to be held on September 14, 2024, that shall include commercial vendors.

Dan Lyon made a public comment concerning the clean up of the courthouse grounds after events. Judge Becerra stated his office coordinates clean up after events. Commissioner Shell stated he has noticed an improvement in this recently. Commissioner Smith suggested collecting a fee before events to put toward maintenance.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the Hispanic Heritage Exhibition Walk Celebration event on the courthouse grounds sponsored by Centro Cultural Hispano de San Marcos and LULAC Council #654 to be held on September 14, 2024, that shall include commercial vendors.

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

5 - 0 Passed - Unanimously

40159 Approve the appointment of Joseph Malone to the Board of Commissioners for Hays County Emergency Services District #4 for a term ending December 31, 2025 to fill the vacancy created by the resignation of Chuck Ware.

Commissioner Shell thanked Chuck Ware for serving on the board.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Joseph Malone to the Board of Commissioners for Hays County Emergency Services District #4 for a term ending December 31, 2025 to fill the vacancy created by the resignation of Chuck Ware.

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

5 - 0 Passed - Unanimously

40160 Approve the appointment of Manuel Grafia to the Board of Commissioners for Hays County Emergency Services District #4 for a term ending December 31, 2024 to fill the vacancy created by the resignation of Ron Spangenberg.

Commissioner Shell thanked Ron Spangenberg for serving on the board.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Manuel Grafia to the Board of Commissioners for Hays County Emergency Services District #4 for a term ending December 31, 2024 to fill the vacancy created by the resignation of Ron Spangenberg.

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

5 - 0 Passed - Unanimously

40161 Authorize the County Judge to execute an agreement with Core Office Interiors for the purchase and installation of furniture for the Health Department lobby in the amount of \$6,308.33 and amend the budget accordingly.

Dan Lyon made a public comment concerning the justification for using American Rescue Plan Act (ARPA) funds for this. Commissioner Cohen stated this qualifies for ARPA fund use and the Health Department office needs updates. Tammy Crumley, Director of Countywide Operations, clarified chairs and a bench are being purchased, not couches.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute an agreement with Core Office Interiors for the purchase and installation of furniture for the Health Department lobby in the amount of \$6,308.33 and amend the budget accordingly.



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

5 - 0 Passed - Unanimously

40162 Ratify the submission of a grant application to the Office of The Governor, State Crisis Grant Program in the amount of \$531,547.00 related to fentanyl overdoses.

Rodrigo Amaya made a public comment concerning language in the application.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the submission of a grant application to the Office of The Governor, State Crisis Grant Program in the amount of \$531,547.00 related to fentanyl overdoses.

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

5 - 0 Passed - Unanimously

40163 Authorize the submission of a resolution and grant application to the Office of The Governor, Homeland Security Grant Program in the amount of \$56,615.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a resolution and grant application to the Office of The Governor, Homeland Security Grant Program in the amount of \$56,615.00.

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

5 - 0 Passed - Unanimously

40164 Authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Regular Projects in the amount of \$7,300.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Regular Projects in the amount of \$7,300.00.

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

5 - 0 Passed - Unanimously

40165 Authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Regular Projects in the amount of \$50,755.10.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Regular Projects in the amount of \$50,755.10.

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

5 - 0 Passed - Unanimously

40166 Authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Law Enforcement Terrorism Prevention Act Projects in the amount of \$582,900.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Law Enforcement Terrorism Prevention Act Projects in the amount of \$582,900.00.

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

5 - 0 Passed - Unanimously

40167 Authorize a waiver to the purchasing policy for the Constable, Pct. 4 Office, to purchase one (1) motor officer helmet valued at \$604.80 from Super Seer Corporation and amend the budget accordingly.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize a waiver to the purchasing policy for the Constable, Pct. 4 Office, to purchase one (1) motor officer helmet valued at \$604.80 from Super Seer Corporation and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40168 Authorize the District Attorney to purchase one replacement Latitude 5540 Laptop for the Civil Division Legal Support Services Specialist and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the District Attorney to purchase one replacement Latitude 5540 Laptop for the Civil Division Legal Support Services Specialist and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40169 Authorize payment to SI Mechanical for repairs to the industrial freezer at the Juvenile Center in the amount of \$564.25 where 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 SI Mechanical for repairs to the industrial freezer at the Juvenile Center in the amount of \$564.25 where 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

40170 Authorize payment to Firetrol Protection Systems, Inc. in the amount of \$2,250.11 for repairs to broken sprinkler heads at the Government Center as requested by Building Maintenance 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 Firetrol Protection Systems, Inc. in the amount of \$2,250.11 for repairs to broken sprinkler heads at the Government Center as requested by Building Maintenance 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

40171 Authorize the Civil Division of the Hays County Criminal District Attorney's Office to purchase proclamation Folders for Commissioners Court use and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Civil Division of the Hays County Criminal District Attorney's Office to purchase proclamation Folders for Commissioners Court use and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40172 Authorize payment to Security One, Inc. in the amount \$759.32 for the installation and programming of a new keypad to the security alarm panel of the Precinct 5 Building as requested by Building Maintenance 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 Security One, Inc. in the amount \$759.32 for the installation and programming of a new keypad to the security alarm panel of the Precinct 5 Building as requested by Building Maintenance 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

40173 Authorize payment to Amazon in the amount of \$215.25 for the purchase of four wall art pieces for the Judicial Services Department and amend the budget accordingly.

Stephanie Hunt, Hays County Purchasing Agent, explained the mistake and stated the return window has passed.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Amazon in the amount of \$215.25 for the purchase of four wall art pieces for the Judicial Services Department and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40174 Approve the Hart Intercivic repair estimate in the amount of \$7,000.00 for ten Duo Touch and four Controllers that are no longer under warranty; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the Hart Intercivic repair estimate in the amount of \$7,000.00 for ten Duo Touch and four Controllers that are no longer under warranty; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 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

40175 Approve specifications for IFB 2024-B10 Road Building Materials - General Road Construction and authorize Purchasing to solicit bids and advertise.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve specifications for IFB 2024-B10 Road Building Materials - General Road Construction and authorize Purchasing to solicit bids and advertise.

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

5 - 0 Passed - Unanimously

40176 Approve extension of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, Inc. and Colorado Materials, Ltd. for a period not to exceed sixty-one (61) days (May 31, 2024).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve extension of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, Inc. and Colorado Materials, Ltd. for a period not to exceed sixty-one (61) days (May 31, 2024).

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

5 - 0 Passed - Unanimously

40177 Approve Amendment 1 for RFP 2022-P12 Pet Resource Center - Project Coordinator with Austin Pets Alive! for a period not to exceed three months, June 30, 2024 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Amendment 1 for RFP 2022-P12 Pet Resource Center - Project Coordinator with Austin Pets Alive! for a period not to exceed three months, June 30, 2024 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

**40178 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

40179 Approve renewal of RFP 2020-P15 Traffic Counter Inspection and Maintenance with JM Engineering, LLC for two (2) additional years, with proposed price increases.

Dan Lyon made a public comment against the cost of the item. Commissioner Smith explained the purpose of the traffic counters is to be run over by vehicles, so damage is expected.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve renewal of RFP 2020-P15 Traffic Counter Inspection and Maintenance with JM Engineering, LLC for two (2) additional years, with proposed price increases.

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

5 - 0 Passed - Unanimously

40180 Approve renewal of RFP 2023-P04 Countywide Electrical with CT Electric for one (1) additional year.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve renewal of RFP 2023-P04 Countywide Electrical with CT Electric for one (1) additional year.

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

5 - 0 Passed - Unanimously

40181 Authorize the execution of rental agreements with Herc Rentals for three fuel tanks, valued at \$3,814.00, for the Sheriff's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of rental agreements with Herc Rentals for three fuel tanks, valued at \$3,814.00, for the Sheriff's Office.

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

5 - 0 Passed - Unanimously

40182 Approve out-of-state travel for Emergency Communications Manager Megan Jones and Emergency Communications Officers Ashley Klemann, Beth Ball, Madison Wattenbarger, and Tori Tyler to attend the Navigator Conference on April 16-18, 2024, in National Harbor, MD.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out-of-state travel for Emergency Communications Manager Megan Jones and Emergency Communications Officers Ashley Klemann, Beth Ball, Madison Wattenbarger, and Tori Tyler to attend the Navigator Conference on April 16-18, 2024, in National Harbor, MD.

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

5 - 0 Passed - Unanimously

40183 Ratify the acceptance of a \$1,000.00 donation to the Jr. Deputy Academy from the San Marcos Lions Club and amend the budget accordingly.

Rodrigo Amaya made a public comment concerning event locations.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the acceptance of a \$1,000.00 donation to the Jr. Deputy Academy from the San Marcos Lions Club and amend the budget accordingly.

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

5 - 0 Passed - Unanimously



40184 Ratify the acceptance of donations totaling \$7,881.00 on behalf of the Sheriff's Office Honor Guard and amend the budget accordingly.

Commissioner Smith and Commissioner Ingalsbe thanked Thaddeus Foster for the donation.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the acceptance of donations totaling \$7,881.00 on behalf of the Sheriff's Office Honor Guard and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40185 Authorize the Commissioner Pct. 4 Office to convert the temporary Community Outreach Specialist, slot 1127-003 to full-time with benefits effective April 1, 2024 and amend the budget accordingly.

Commissioner Smith stated this will align this position with the position shared by Precincts 1 and 2.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Commissioner Pct. 4 Office to convert the temporary Community Outreach Specialist, slot 1127-003 to full-time with benefits effective April 1, 2024 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40186 Authorize the Sheriff's Office to purchase two 9mm Glock 17s valued at \$357.00 each.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Sheriff's Office to purchase two 9mm Glock 17s valued at \$357.00 each.

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

5 - 0 Passed - Unanimously

40187 Ratify the acceptance of an Avata Pro Combo to the Sheriff's Office Drone Team valued at \$1,345.00 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the acceptance of an Avata Pro Combo to the Sheriff's Office Drone Team valued at \$1,345.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40188 Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2023 year-end process.

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 the County's Fiscal Year 2023 year-end process.

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

5 - 0 Passed - Unanimously

40189 Authorize the Constable Pct. 3 Office to utilize Dana Safety Supply for the installation of three vehicle docking stations and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Constable Pct. 3 Office to utilize Dana Safety Supply for the installation of three vehicle docking stations and amend the budget accordingly.

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

5 - 0 Passed - Unanimously



40190 Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Jacobs Well Curve project in Precinct 3; and authorize staff and counsel to negotiate a contract.

Commissioner Shell stated this project will improve safety and the state will pay for construction.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Jacobs Well Curve project in Precinct 3; and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

40191 Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the Jacobs Well Curve project in Precinct 3; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the Jacobs Well Curve project in Precinct 3; and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

40192 Discussion and possible action approve the selection of Pape-Dawson Engineers to study Right-of-Way requirements for the extension of Posey Road from CR 266 to Centerpoint Road; and authorize staff and counsel to negotiate a contract.

Commissioner Ingalsbe stated this will improve safety and mobility. Jerry Borcharding, Director of Transportation, spoke about the complicated nature of this project.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of Pape-Dawson Engineers to study Right-of-Way requirements for the extension of Posey Road from CR 266 to Centerpoint Road; and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

40193 Discussion and possible action to approve the selection of American Structurepoint, Inc. (ASI) to provide engineering design services for RM 150 Realignment from I-35 (at Yarrington Road) to RM 150 at Arroyo Ranch Road in Precinct 3; and authorize staff and counsel to negotiate a contract.

Commissioner Shell explained the project and spoke about the years of planning that have gone into it, issues due to the Kinder Morgan Pipeline, stormwater management, and the need to move forward with the project. Commissioner Smith spoke about development and right-of-way issues caused by the Kinder Morgan Pipeline.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the selection of American Structurepoint, Inc. (ASI) to provide engineering design services for RM 150 Realignment from I-35 (at Yarrington Road) to RM 150 at Arroyo Ranch Road in Precinct 3; and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

40194 Discussion and possible action to call for a public hearing on April 9, 2024 to establish a "No Parking" zone along the south side (school side) of Vista Gardens Drive from Aura Drive to Sunbright Boulevard for Sunfield Elementary School.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to call for a public hearing on April 9, 2024 to establish a "No Parking" zone along the south side (school side) of Vista Gardens Drive from Aura Drive to Sunbright Boulevard for Sunfield Elementary School.



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

5 - 0 Passed - Unanimously

40195 Discussion and possible action to consider the release of the subdivision bond #PB3010406555 in the amount of \$843,062.00 for Headwaters at Barton Creek Ph.4-Sec. 5 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 subdivision bond #PB3010406555 in the amount of \$843,062.00 for Headwaters at Barton Creek Ph.4-Sec. 5 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

40196 Discussion and possible action to approve the appointment of Stephen Seddig as Hays County Fire Marshal, with a salary exception up to step 9 effective March 26, 2024; and approve the official bond pursuant to Sections 352.011 and 352.012 of the Texas Local Government Code.

Mike Jones, Director of Emergency Services, introduced Stephen Seddig and spoke about his qualifications. Seddig spoke about his experience working in fire service.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve the appointment of Stephen Seddig as Hays County Fire Marshal, with a salary exception up to step 9 effective March 26, 2024; and approve the official bond pursuant to Sections 352.011 and 352.012 of the Texas Local Government Code.

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

5 - 0 Passed - Unanimously

40197 Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Forever 15 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Forever 15 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40198 Discussion and possible action to award RFP 2024-P01 Delinquent Justice Court Fines and Fees Collection Services to McCreary Veselka Bragg & Allen P.C. (MVBA) and authorize staff and the District Attorney Civil Division to negotiate a contract.

Commissioner Smith stated the procurement process was followed for this. Stephanie Hunt, Hays County Purchasing Agent, stated all firms were given the opportunity to present, the evaluation committee received all information, and she does not recommend any additional presentations in open court.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to award RFP 2024-P01 Delinquent Justice Court Fines and Fees Collection Services to McCreary Veselka Bragg & Allen P.C. (MVBA) 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

40199 Discussion and possible action to authorize the Juvenile Center and Juvenile Probation Department to re-grade all Juvenile Supervision Officer positions (37 slots) Grade 115 to Grade 120; re-grade all Lieutenant positions (8 slots) Grade 119 to Grade 123; and re-grade the Training Coordinator position (1 slot) Grade 118 to Grade 124 effective April 1, 2024.



Brett Littlejohn, Hays County Juvenile Facility Administrator, spoke about staffing and retention struggles at the Juvenile Center and issues with the salary step plan. Elaine Cardenas, Hays County Clerk, further explained the request and stated the Compensation Committee supports it. Judge Becerra noted the staff levels are needed to continue housing juveniles from other counties. Shari Miller, Director of Human Resources, stated the request would align the department with the salary plan for adult corrections officers, and reviewed how it may impact the organizational structure of the department. The court held a lengthy discussion regarding the request and whether Hays County should house juveniles from other counties, with Commissioner Shell and Commissioner Smith against having outsourced juveniles. Vickie Dorsett, Hays County Budget Officer, reviewed implementation options.

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to authorize the Juvenile Center and Juvenile Probation Department to re-grade all Juvenile Supervision Officer positions (37 slots) Grade 115 to Grade 119; re-grade all Lieutenant positions (8 slots) Grade 119 to Grade 122; and re-grade the Training Coordinator position (1 slot) Grade 118 to Grade 123, at the requested step, effective April 1, 2024.

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

NAY: Commissioner Shell

4 - 1 Passed

40200 Discussion and possible action to execute the Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and the City of San Marcos allowing the city access to WETmap data.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to execute the Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and the City of San Marcos allowing the city access to WETmap data.

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

5 - 0 Passed - Unanimously

40201 Discussion and possible action to authorize the acceptance of a grant award from the Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Program for the Sheriff's Office in the amount of \$500,000.00 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the acceptance of a grant award from the Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Program for the Sheriff's Office in the amount of \$500,000.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40202 Discussion and possible action to authorize the acceptance of a grant award from the Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Program for the District Attorney's Office in the amount of \$275,000.00; establishing one (1) new Chief Attorney VII position and amend the budget accordingly.

Commissioner Smith stated he is hopeful the county will be able to access this grant in the future. Commissioner Ingalsbe stated this was authorized by Senate Bill 22. Gregg Cox, First Assistant Criminal District Attorney, stated this new position will be for the Special Victims Unit within the District Attorney's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Program for the District Attorney's Office in the amount of \$275,000.00; establishing one (1) new Chief Attorney VII position and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40203 Discussion and possible action to approve the 9-1-1 Addressing and Street Name Interlocal Agreement (ILA) between Hays County and the City of Wimberley.



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

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

5 - 0 Passed - Unanimously

40204 Discussion and possible action to approve the renaming of a private driveway in Precinct 4, from CF Ranch Road to Lidgetop Lane.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the renaming of a private driveway in Precinct 4, from CF Ranch Road to Lidgetop Lane.

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

5 - 0 Passed - Unanimously

40205 Discussion and possible action to accept the resignation of Commissioner Debbie Gonzales Ingalsbe from the Capital Area Council of Governments (CAPCOG) General Assembly and approve the appointment of Commissioner Walt Smith to the CAPCOG General Assembly to replace her effective March 26, 2024.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the resignation of Commissioner Debbie Gonzales Ingalsbe from the Capital Area Council of Governments (CAPCOG) General Assembly and approve the appointment of Commissioner Walt Smith to the CAPCOG General Assembly to replace her effective March 26, 2024.

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

5 - 0 Passed - Unanimously

40206 Discussion and possible action to accept the Fiscal Year 2023 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants.

Jeremy Barbatto, ABIP Audit Senior Manager, presented the findings of their audit of the county to the court. Marisol Villarreal-Alonzo, Hays County Auditor, stated the audit report and financial statements will be available on the county website.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the Fiscal Year 2023 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants.

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

5 - 0 Passed - Unanimously

40207 Discussion and possible action to award and execute a contract for IFB 2024-B07 Cemetery Maintenance to Primero TX LLC, dba Primero TX Landscaping.

Commissioner Smith recognized Winton Porterfield for the work he put into this program.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to award and execute a contract for IFB 2024-B07 Cemetery Maintenance to Primero TX LLC, dba Primero TX Landscaping.

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

5 - 0 Passed - Unanimously

40208 Discussion and possible action to award and execute a contract for IFB 2024-B06 Sentinel Peak - Asbestos Abatement & Building Demolition to Tasman Geosciences, Inc. dba Tasma, Inc. and amend the budget accordingly.

Commissioner Shell explained the county must follow safety guidelines and check the structure for asbestos before it is demolished.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to award and execute a contract for IFB 2024-B06 Sentinel Peak - Asbestos Abatement & Building Demolition to Tasman Geosciences, Inc. dba Tasma, Inc. and amend the budget accordingly.



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

40209 Discussion and possible action to authorize the Mental Health Specialty Court to purchase consumable items for the Spring Mental Health Workshops to be held April 4th, 5th and 11th and amend the budget accordingly.

Kaimi Mattila, Mental Health Court Administrator, spoke about the upcoming workshop and its speakers.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the Mental Health Specialty Court to purchase consumable items for the Spring Mental Health Workshops to be held April 4th, 5th and 11th and amend the budget accordingly.

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

40210 Discussion and possible action to consider granting a variance from the governing 1977 On-Site Sewage Facility (OSSF) rules for the property located at 2850 Windy Hill Rd, Buda, TX.

Marcus Pacheco, Director of Development Services, explained the variance is needed due to the lot size, and staff has reviewed and supports the request.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to grant a variance from the governing 1977 On-Site Sewage Facility (OSSF) rules for the property located at 2850 Windy Hill Rd, Buda, TX.

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

40211 Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 with Haitus Wellness, LLC. related to Trauma Conscious Yoga Therapy sessions for Mental Health Court participants.

Kaimi Mattila, Mental Health Court Administrator, explained this would be an expansion of an existing contract with Haitus Wellness, and spoke about the benefits of this service. Commissioner Ingalsbe noted this is a form of therapy, not a weight loss program. Commissioner Cohen gave support for the item. Commissioner Shell expressed concern over continuous funding of this service once American Rescue Plan Act (ARPA) funds are no longer available. Mattila stated the department is applying for grants. Commissioner Smith also expressed concern over the county funding this program and asked for the contract and services to be reviewed. Mattila spoke about the program participants' success. Vickie Dorsett, Hays County Budget Officer, stated ARPA funds are almost fully committed and will be revisited soon.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Contract Amendment No. 1 with Haitus Wellness, LLC. related to Trauma Conscious Yoga Therapy sessions for Mental Health Court participants.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Smith, Judge Becerra
NAY: Commissioner Shell
4 - 1 Passed

Clerk's Note: Executive Session began at 1:25 p.m. and resumed back into open court at 3:30 p.m.

Clerk's Note Agenda Item #K-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.*



40212 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity of and authorizing the use of the County's power of eminent domain to acquire fee simple title, and all the necessary property rights over, under and across land being Part 1: 0.0215 acres, Part 2: 0.0263 acres, and Part 3: 0.0156 acres out of that certain 247.559 acres BCG Uhland, LP, and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and take other appropriate action (Tract 35: Part 1, 2 and 3). 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, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Vickie Dorset, Hays County Budget Officer.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire fee simple title and the necessary property rights over, under and across land being Part 1: 0.0215 acres, Part 2: 0.0263 acres, and Part 3: 0.0156 acres out of that certain 247.559 acres owned by BCG Uhland, LP (Tract 35: Part 1, 2 and 3), and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.

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

5 - 0 Passed - Unanimously

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: deliberation regarding employment and duties of all positions within the Transportation Department. 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, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, Shari Miller, Director of Human Resources, and Jerry Borcharding, Director of Transportation. 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 Snap Dragon, Project Peanut Butter, Project Husky and 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, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, Mike Kamerlander, Greater San Marcos Partnership President/CEO, and Emily Mathes, Greater San Marcos Partnership Director of Business Development. No action taken.

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

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, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, and Marcus Pacheco, Director of Development Services. No action taken.

Executive Session pursuant to Sections 551.071 and 551.089 of the Texas Government Code: consultation with counsel and deliberation regarding the deployment and/or implementation of critical infrastructure, including but not limited to, emergency services/management response for Hays County. 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, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, Shari Miller, Director of Human Resources, and Mike Jones, Director of Emergency Services. No action taken.

40213 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Cause Numbers 22-0249-C, 22-0250-C, and 22-0251-C. 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, Chase Young, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, Shari Miller, Director of Human Resources, Mylan Shaunfield, attorney with Sheets & Crossfield, PLLC, Maria Castanon, HNTB Project Manager, and Jerry Borcharding, Director of Transportation.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize negotiations related to cause numbers 22-0249-C, 22-0250-C, and 22-0251-C, as discussed in Executive Session, and proceed with condemnation matters related therewith, if necessary.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #L-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 505 for the week of March 17, 2024, with a peak of 514 inmates on March 22, 2024. The estimated cost for outsourcing inmates this week was \$159,929. The average number of outsourced males is 238 and females is 9. 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 61.

Clerk's Note Agenda Item #L-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 #L-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 #L-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 #L-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 3:32 p.m.



March 26, 2024

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 MARCH 26, 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
3/26/2024	40151	Approve payments of County invoices.	Y	Y	Y	Y	Y
3/26/2024	40152	Approve the payment of Juror checks.	Y	Y	Y	Y	Y
3/26/2024	40153	Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
3/26/2024	40154	Approve the payment of the March 31, 2024 payroll disbursements in an amount not to exceed \$5,200,000.00 effective March 28, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
3/26/2024	40155	Approve Commissioners Court Minutes of March 12, 2024.	Y	Y	Y	Y	Y
3/26/2024	40156	Approve and confirm the appointment of Clark Flynn as a regular full-time Deputy Constable in the Hays County Constable's Precinct 1 Office.	Y	Y	Y	Y	Y
3/26/2024	40157	Approve and confirm the appointment of Travis Talbot as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office.	Y	Y	Y	Y	Y
3/26/2024	40158	Approve the Hispanic Heritage Exhibition Walk Celebration event on the courthouse grounds sponsored by Centro Cultural Hispano de San Marcos and LULAC Council #654 to be held on September 14, 2024, that shall include commercial vendors.	Y	Y	Y	Y	Y
3/26/2024	40159	Approve the appointment of Joseph Malone to the Board of Commissioners for Hays County Emergency Services District #4 for a term ending December 31, 2025 to fill the vacancy created by the resignation of Chuck Ware.	Y	Y	Y	Y	Y
3/26/2024	40160	Approve the appointment of Manuel Grafia to the Board of Commissioners for Hays County Emergency Services District #4 for a term ending December 31, 2024 to fill the vacancy created by the resignation of Ron Spangenberg.	Y	Y	Y	Y	Y
3/26/2024	40161	Authorize the County Judge to execute an agreement with Core Office Interiors for the purchase and installation of furniture for the Health Department lobby in the amount of \$6,308.33 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40162	Ratify the submission of a grant application to the Office of The Governor, State Crisis Grant Program in the amount of \$531,547.00 related to fentanyl overdoses.	Y	Y	Y	Y	Y
3/26/2024	40163	Authorize the submission of a resolution and grant application to the Office of The Governor, Homeland Security Grant Program in the amount of \$56,615.00.	Y	Y	Y	Y	Y
3/26/2024	40164	Authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Regular Projects in the amount of \$7,300.00.	Y	Y	Y	Y	Y
3/26/2024	40165	Authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Regular Projects in the amount of \$50,755.10.	Y	Y	Y	Y	Y
3/26/2024	40166	Authorize the submission of a grant application to the Office of the Governor, Homeland Security Division, Urban Area Security Initiative - Law Enforcement Terrorism Prevention Act Projects in the amount of \$582,900.00.	Y	Y	Y	Y	Y
3/26/2024	40167	Authorize a waiver to the purchasing policy for the Constable, Pct. 4 Office, to purchase one (1) motor officer helmet valued at \$604.80 from Super Seer Corporation and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40168	Authorize the District Attorney to purchase one replacement Latitude 5540 Laptop for the Civil Division Legal Support Services Specialist and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40169	Authorize payment to SI Mechanical for repairs to the industrial freezer at the Juvenile Center in the amount of \$564.25 where no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
3/26/2024	40170	Authorize payment to Firetrol Protection Systems, Inc. in the amount of \$2,250.11 for repairs to broken sprinkler heads at the Government Center as requested by Building Maintenance in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
3/26/2024	40171	Authorize the Civil Division of the Hays County Criminal District Attorney's Office to purchase proclamation Folders for Commissioners Court use and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40172	Authorize payment to Security One, Inc. in the amount \$759.32 for the installation and programming of a new keypad to the security alarm panel of the Precinct 5 Building as requested by Building Maintenance in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
3/26/2024	40173	Authorize payment to Amazon in the amount of \$215.25 for the purchase of four wall art pieces for the Judicial Services Department and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40174	Approve the Hart Intercivic repair estimate in the amount of \$7,000.00 for ten Duo Touch and four Controllers that are no longer under warranty; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40175	Approve specifications for IFB 2024-B10 Road Building Materials - General Road Construction and authorize Purchasing to solicit bids and advertise.	Y	Y	Y	Y	Y
3/26/2024	40176	Approve extension of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, Inc. and Colorado Materials, Ltd. for a period not to exceed sixty-one (61) days (May 31, 2024).	Y	Y	Y	Y	Y
3/26/2024	40177	Approve Amendment 1 for RFP 2022-P12 Pet Resource Center - Project Coordinator with Austin Pets Alive! for a period not to exceed three months, June 30, 2024 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40178	Approve Utility Permits.	Y	Y	Y	Y	Y
3/26/2024	40179	Approve renewal of RFP 2020-P15 Traffic Counter Inspection and Maintenance with JM Engineering, LLC for two (2) additional years, with proposed price increases.	Y	Y	Y	Y	Y
3/26/2024	40180	Approve renewal of RFP 2023-P04 Countywide Electrical with CT Electric for one (1) additional year.	Y	Y	Y	Y	Y
3/26/2024	40181	Authorize the execution of rental agreements with Herc Rentals for three fuel tanks, valued at \$3,814.00, for the Sheriff's Office.	Y	Y	Y	Y	Y
3/26/2024	40182	Approve out-of-state travel for Emergency Communications Manager Megan Jones and Emergency Communications Officers Ashley Klemann, Beth Ball, Madison Wattenbarger, and Tori Tyler to attend the Navigator Conference on April 16-18, 2024, in National Harbor, MD.	Y	Y	Y	Y	Y
3/26/2024	40183	Ratify the acceptance of a \$1,000.00 donation to the Jr. Deputy Academy from the San Marcos Lions Club and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40184	Ratify the acceptance of donations totaling \$7,881.00 on behalf of the Sheriff's Office Honor Guard and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40185	Authorize the Commissioner Pct. 4 Office to convert the temporary Community Outreach Specialist, slot 1127-003 to full-time with benefits effective April 1, 2024 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40186	Authorize the Sheriff's Office to purchase two 9mm Glock 17s valued at \$357.00 each.	Y	Y	Y	Y	Y
3/26/2024	40187	Ratify the acceptance of an Avata Pro Combo to the Sheriff's Office Drone Team valued at \$1,345.00 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40188	Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2023 year-end process.	Y	Y	Y	Y	Y
3/26/2024	40189	Authorize the Constable Pct. 3 Office to utilize Dana Safety Supply for the installation of three vehicle docking stations and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40190	Approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Jacobs Well Curve project in Precinct 3; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
3/26/2024	40191	Approve the selection of LIA Engineering, Inc. to provide right-of-way acquisition services for the Jacobs Well Curve project in Precinct 3; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Shell	Smith	Becerra
3/26/2024	40192	Approve the selection of Pape-Dawson Engineers to study Right-of-Way requirements for the extension of Posey Road from CR 266 to Centerpoint Road; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
3/26/2024	40193	Approve the selection of American Structurepoint, Inc. (ASI) to provide engineering design services for RM 150 Realignment from I-35 (at Yarrington Road) to RM 150 at Arroyo Ranch Road in Precinct 3; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
3/26/2024	40194	Call for a public hearing on April 9, 2024 to establish a "No Parking" zone along the south side (school side) of Vista Gardens Drive from Aura Drive to Sunbright Boulevard for Sunfield Elementary School.	Y	Y	Y	Y	Y
3/26/2024	40195	Release the subdivision bond #PB3010406555 in the amount of \$843,062.00 for Headwaters at Barton Creek Ph.4-Sec. 5 and accept roads and surface drainage improvements into the County Road Maintenance System.	Y	Y	Y	Y	Y
3/26/2024	40196	Approve the appointment of Stephen Seddig as Hays County Fire Marshal, with a salary exception up to step 9 effective March 26, 2024; and approve the official bond pursuant to Sections 352.011 and 352.012 of the Texas Local Government Code.	Y	Y	Y	Y	Y
3/26/2024	40197	Authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Forever 15 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40198	Award RFP 2024-P01 Delinquent Justice Court Fines and Fees Collection Services to McCreary Veselka Bragg & Allen P.C. (MVBA) and authorize staff and the District Attorney Civil Division to negotiate a contract.	Y	Y	Y	Y	Y
3/26/2024	40199	Authorize the Juvenile Center and Juvenile Probation Department to re-grade all Juvenile Supervision Officer positions (37 slots) Grade 115 to Grade 119; re-grade all Lieutenant positions (8 slots) Grade 119 to Grade 122; and re-grade the Training Coordinator position (1 slot) Grade 118 to Grade 123, at the requested step, effective April 1, 2024.	Y	Y	NO	Y	Y
3/26/2024	40200	Execute the Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and the City of San Marcos allowing the city access to WETmap data.	Y	Y	Y	Y	Y
3/26/2024	40201	Authorize the acceptance of a grant award from the Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Program for the Sheriff's Office in the amount of \$500,000.00 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40202	Authorize the acceptance of a grant award from the Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Program for the District Attorney's Office in the amount of \$275,000.00; establishing one (1) new Chief Attorney VII position and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40203	Approve the 9-1-1 Addressing and Street Name Interlocal Agreement (ILA) between Hays County and the City of Wimberley.	Y	Y	Y	Y	Y
3/26/2024	40204	Approve the renaming of a private driveway in Precinct 4, from CF Ranch Road to Ledge-top Lane.	Y	Y	Y	Y	Y
3/26/2024	40205	Accept the resignation of Commissioner Debbie Gonzales Ingalsbe from the Capital Area Council of Governments (CAPCOG) General Assembly and approve the appointment of Commissioner Walt Smith to the CAPCOG General Assembly to replace her effective March 26, 2024.	Y	Y	Y	Y	Y
3/26/2024	40206	Accept the Fiscal Year 2023 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants.	Y	Y	Y	Y	Y
3/26/2024	40207	Award and execute a contract for IFB 2024-B07 Cemetery Maintenance to Primero TX LLC, dba Primero TX Landscaping.	Y	Y	Y	Y	Y
3/26/2024	40208	Award and execute a contract for IFB 2024-B06 Sentinel Peak - Asbestos Abatement & Building Demolition to Tasman Geosciences, Inc. dba Tasma, Inc. and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40209	Authorize the Mental Health Specialty Court to purchase consumable items for the Spring Mental Health Workshops to be held April 4th, 5th and 11th and amend the budget accordingly.	Y	Y	Y	Y	Y
3/26/2024	40210	Grant a variance from the governing 1977 On-Site Sewage Facility (OSSF) rules for the property located at 2850 Windy Hill Rd, Buda, TX.	Y	Y	Y	Y	Y
3/26/2024	40211	Authorize the County Judge to execute Contract Amendment No. 1 with Haitus Wellness, LLC. related to Trauma Conscious Yoga Therapy sessions for Mental Health Court participants.	Y	Y	NO	Y	Y
3/26/2024	40212	Adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire fee simple title and the necessary property rights over, under and across land being Part 1: 0.0215 acres, Part 2: 0.0263 acres, and Part 3: 0.0156 acres out of that certain 247.559 acres owned by BCG Uhland, LP (Tract 35: Part 1, 2 and 3), and which is required for the construction of the proposed Cotton Gin roadway improvements and utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.	Y	Y	Y	Y	Y
3/26/2024	40213	Authorize negotiations related to cause numbers 22-0249-C, 22-0250-C, and 22-0251-C, as discussed in Executive Session, and proceed with condemnation matters related therewith, if necessary.	Y	Y	Y	Y	Y



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

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the April 15, 2024 payroll disbursements in an amount not to exceed \$4,300,000.00 effective April 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: 04/09/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a proposal with Red River Restorations for the replacement and repair of window glass at the Historical Courthouse in the amount of \$2,120.70; authorize a waiver to the purchasing policy to obtain three quotes and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

Authorize Building Maintenance to have Red River Restorations (RRR) repair and/or replace three panes of historical glass at the Courthouse. The three panes were damaged/broken due to holiday lights being adhered to them by a third-party. Building Maintenance has secured this proposal from RRR because they are the company that did the complete Courthouse window restoration project in 2018. A 10% deposit/down payment is required for the project to begin. Funding has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$2,120.70 (\$212.70 deposit)

Line Item Number: 001-695-00.5741_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,121 - Increase Misc. Capital Improvements Operating 001-695-00.5741_400

(\$2,121) - Decrease Building Maintenance & Repair 001-695-00.5451

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

Red River Proposal

Initial 10% Due



PROPOSAL

TO:	Project:	Hays County Courthouse Glass Replacement
Hays County	Address:	, TX
111 East San Antonio Street	Date:	3/15/2024
San Marcos, TX 78666		

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

Replace 3 Cracked Window Panes at Hays County Courthouse:

From Client: Two of these windows are located on the LBJ side of the building (east). As you can see they put Christmas light up on the windows which I am afraid if I pull the lights off they window pane will blow out. One window is on 1st floor and the other is on 2nd floor and likely needs scaffolding.

Scope:

- Visit one- assess type of glass and take accurate measurements. Assess equipment needed for glass replacement (i.e. ladder vs. scaffolding)
- Cut glass in shop and transport back to site
- Visit two- Set up equipment, break out glass and replace 3 broken panes. Glaze using Sarco M putty
- Visit three- putty must cure for about two weeks. Come back on site, set up equipment for access and line paint- need paint or color code.

*All work and additional work to be billed at our field rate of \$125/hour + Materials + travel

1.	Parts and Materials	\$0.00
----	----------------------------	---------------

Description of Services:

Glass needs to be assessed. Flat glass is \$50/ pane, Wavy glass is \$125/ pane

2.	Glass	\$1,500.00
----	--------------	-------------------

Description of Services:

Labor to replace 3 panes of glass

Actual labor to be billed at \$125/hour + materials

3. **Travel Time** **\$375.00**

Description of Services:

Travel to job site \$50/employee/hour of travel time approx. 2.5 per round trip X 3 trips = \$375

4. **Travel mileage** **\$245.70**

Description of Services:

Travel to job site if outside of Austin \$0.65/ mile
126 miles roundtrip from Shop to Job Site X 3 trips

Subtotal:	\$2,120.70
*8.25% Tax:	\$0.00
TOTAL:	\$2,120.70

Terms and Conditions

Standard Terms and Conditions Unless Specified Otherwise:

*Note- unless client provides a tax exemption certificate, sales tax may apply
10% deposit or \$250 deposit on all service jobs apply, whichever is more.

- Any alterations or deviations from above specifications involving extra costs will be executed only upon written agreement.
- Unforeseen Repairs: Sight-unseen, necessary repairs or adjustments surrounding the window/door framing or outside the specified scope will be undertaken only at an extra cost at the RRR field rate of \$125/hour.
- Paint: includes using one paint color on interior and exterior of window sashes, jambs and sills unless specified otherwise. Two-toned sashes available for additional cost.
- Excludes rebuilding units or partial units of windows, transoms, doors, or jambs unless specified otherwise.
- Rental fees will apply to any Lifts/Booms/Scaffold needed for exterior access to all window parts depending on access required. Actual costs of rental equipment to be billed. If permits are required for sidewalk closure or street access this will require an additional fee that will be passed on to the client.
- Assumes weight chambers, ropes/chain and weights are present for all functional windows- if not, this may require a change order.
- Assumes ease of access from parking to all window openings as well as free parking.
- Owner/GC is responsible to remove all items from the work area around each window (4' perimeter). This includes removing all blinds, shutters, and other window treatments. If not removed, RRR will remove at the field rate of \$125/hour. Presence of furniture, etc. in the work area indicates owner approval of the extra charge.
- Excludes work on Interior and Exterior Trim and Brickmould. In some cases, we are unable to guarantee trim will be salvageable for re-installation. When applicable, installation and fabrication of new trim to be billed at RRR Field Rate of \$125/per hour plus cost of materials.
- Excludes stucco, mortar, flashing, framing, drywall, masonry work, sub-sill, and other repairs on or around window and/or door openings unless specified otherwise. We focus on window/door units

only.

- If removal of jambs is required, additional fees will apply.
- Excludes restoration or replacement of window screens unless otherwise noted. This can be added for an additional fee.
- Glass: Unknown broken glass will to be charged over and above the contract price unless noted in scope of work. A change order will be submitted to the owner for approval. Glass options vary in price.
- Re-installing hardware on doors and re-hanging doors will be charged at the RRR Field Rate of \$125/hour.
- Installing new window units will be charged at the RRR field rate of \$125/hour. Installation of restored windows is included.
- Excludes cost of new hardware and hardware installed. If applicable, this will be charged at RRR field rate of \$125/hour.
- Excludes full hardware restoration, replating and replacement hardware (hinges, door pulls, bolts, lock sets, window latches, pulls, stays, etc.) Includes cleaning existing hardware and reusing on restored units only.
- Excludes shop drawings, meetings and consulting. These services can be added at RRR Professional Services Rate at \$150/hour.
- Payments are due 10 days from the date of invoice. Red River Restorations reserves the right to cease work if payment is not received according to the terms of the invoice. Client agrees to pay interest at the rate of 2% monthly on amounts outstanding 40 days after invoice date, except where and to the extent such percentage is prohibited by applicable law. Interest is payable monthly on any past due payment due under this agreement. Client agrees to pay any costs of collection, including attorney's fees.

Contractor: Kathryn Hindman
Red River Restorations

3/15/2024
Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
Hays County

Date

Chris Deichmann

From: Red River Restorations <quickbooks@notification.intuit.com>
Sent: Monday, March 18, 2024 12:37 PM
To: Chris Deichmann; LisaGriffin@co.hays.tx.us
Subject: Invoice 1055 from Red River Restorations

You don't often get email from quickbooks@notification.intuit.com. [Learn why this is important](#)

INVOICE 1055 DETAILS

Red River Restorations

DUE 03/28/2024

\$212.07

Print or save

Powered by QuickBooks

Dear Hays County:

This is an invoice for 10% of estimated labor for Hays County Courthouse Glass Replacement. Please mail a check to:

Red River Restorations
901 E 38th St
Austin, TX 78705

Thank you for your business!

Bill to

111 East San Antonio Street
San Marcos, TX 78666 US

Terms

Net 10

Glass

\$150.00

Glass
10% completed

1

Travel Time

\$37.50

Travel Time
10% completed

1

Travel mileage

\$24.57

Travel mileage
10% completed

1

Subtotal \$212.07

Tax \$0.00

Total \$212.07

Balance due \$212.07

Hays County Courthouse Glass Replacement

Print or save

Red River Restorations
116 Hoxie St Coupland, TX 78615 US
+1 5127059086
katie@redriverrestorations.com
www.redriverrestorations.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



© Intuit, Inc. All rights reserved.

[Privacy](#) | [Security](#) | [Terms of Service](#)



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to purchase two new doors from Hull for work that has been completed in the Human Resource Office and the Tax Office in the amount of \$3,450.00 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

Building Maintenance has completed some remodel work in both the Human Resource Office and in the Tax Office. As part of this work, a new door frame and door will be needed for each department. Building Maintenance has secured three quotes with Hull submitting the lowest at \$1,725 per door and frame. Funding has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$3,450

Line Item Number: 001-695-00.5741_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$3,450 - Increase Misc. Capital Improvements_Operating 001-695-00.5741_400

(\$3,450) - Decrease Building Maint & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 3 quotes obtained

Auditor's Office

G/L Account Validated Y/N?: Yes, Misc Capital Improvements Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Hull Quote



SUPPLY SERVICES ACCESS CONTROLS
COMMERCIAL DOORS, FRAMES, & HARDWARE

www.hullsupply.com Security License #B15803

5117 East Cesar Chavez PH: 512-385-1262
Austin, TX 78702 Fax: 512-389-0031

MARK LONGORIA
marklongoria@hullservices.com

Ph: 512-439-2779 Mobile: 512-844-1602

Quote

QUOTE VALID FOR 30 DAYS

I 02540111

Quote No: 0356811
Quote Date: 3/27/2024

S 0001808
O HAYS COUNTY
L COUNTY AUDITOR OFFICE
D 111 E. SAN ANTONIO STREET
TO: SAN MARCOS, TX 78666

ContactName: OTHON AGUIRRE
ContactPh: 512) 969 - 0848
chris.deichmann@co.hays.tx.us

S HAYS COUNTY GOVERNMENT CENTER
H 712 S. STAGECOACH TRAIL
I SAN MARCOS, TX 78666
P
TO:

HMF WD DOOR HDW

Customer PO		Ship Via		FOB		TERMS		Written By:	
		WILL_CALL				Net 30 days		MARK LONGORIA	
Line NO	Ship UM Qty	Qty Picked	Qty BO	ITEM NUMBER	ITEM DESCRIPTION		BIN	UnitPrice	ExtAmt

2	2 EA		HMF1321493	5-3/4 3070 RH W16G 453, E1 - Welded Frame, Steelcraft Locations (#42)	Bin: HMBONEYARI	350.00	700.00
3	2 EA		HMFASASTRIKE	HMF PREP ASA STRIKE		30.00	60.00
				Curries Prep Code: E1			
4	2 EA		HMFFC/PAPREP	HMF PREP FC/PA CLOSER REINF		40.00	80.00
				Curries Prep Code: E10/E11			
5	16 EA		534UNA	HMA 5-3/4 UNIV STUD ANCHOR	Bin: RC-04-FLR	2.00	32.00
6	1 EA		EGGUFSLB3090WO	EGG UF 3090 PS WHITE OAK SLAB 14-1/2" BOTTOM RAIL	Bin: LA-SE1-13	597.00	597.00
7	1 EA		WD86HGE	PREP WD DR FOR 86 & 3 HINGES		75.00	75.00
8	1 EA		WDRERAILHT	PREP WD DR RERAIL BOTTOM (does not include height cut charge)		125.00	125.00
9	6 EA		RKF400DF	4-1/2" x 1-3/4" DOOR HINGE FILLER - for non-handed doors (DonJo part number: HF-45-PC)	Bin: WC.C4.3A	8.00	48.00
10	1 EA		RKF100SF	HMA ASA STRIKE FILLER PLATE (DonJo part number: FS-260-PC)	Bin: WC.D4.1A	8.00	8.00

NOTE: DOOR TO BE STAINED AND FINISHED BY OTHERS

FUNCTION HOLES FOR MORTISE LOCK TO BE PREPPED BY OTHERS.

Unless Specifically Noted Otherwise:

(1) MATERIAL BID F.O.B. POINT OF SHIPMENT WITH FREIGHT BEING A



■ SUPPLY ■ SERVICES ■ ACCESS CONTROLS
■ COMMERCIAL DOORS, FRAMES, & HARDWARE

www.hullsupply.com Security License #B15803

5117 East Cesar Chavez PH: 512-385-1262
Austin, TX 78702 Fax: 512-389-0031

MARK LONGORIA
marklongoria@hullservices.com

Ph: 512-439-2779 Mobile: 512-844-1602

Quote

QUOTE VALID FOR 30 DAYS

Quote No: 0356811
Quote Date: 3/27/2024

S 0001808
O HAYS COUNTY
L COUNTY AUDITOR OFFICE
D 111 E. SAN ANTONIO STREET
TO: SAN MARCOS, TX 78666

ContactName: OTHON AGUIRRE
ContactPh: 512) 969 - 0848
chris.deichmann@co.hays.tx.us

S HAYS COUNTY GOVERNMENT CENTER
H 712 S. STAGECOACH TRAIL
I SAN MARCOS, TX 78666
P
TO:

HMF WD DOOR HDW

Customer PO		Ship Via		FOB	TERMS	Written By:		
		WILL_CALL			Net 30 days	MARK LONGORIA		
Line NO	Ship UM Qty	Qty Picked	ITEM NUMBER BO	ITEM DESCRIPTION		BIN	UnitPrice	ExtAmt

Note: Check shipments thoroughly. We are not responsible for shipment after delivery. Your signature here means you acknowledge receipt of material on this page and previous page(s). Keep your receipt for verification of such.

Received by _____ Date: _____

Print Name: _____

RETURN POLICY: We reserve the right to accept one return transaction per order. Items must be brought all at once for inspection and proper consideration. Returnable items (stock, non-custom items) must be returned up to 45 days after original purchase. Any items marked with an asterisk (*) are special ordered and are non-returnable.

All returns are subject to inspection for missing parts, sign of usage/installation, damage, and correct packaging. Once a returned item is deemed acceptable, a restocking fee of 30% will be charged and deducted from any future credit without exception.

Please note credits are not immediate, due diligence of inspection is necessary prior to the issuance of a credit.

Net Order: 1,725.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00

Order Total: 1,725.00
Less Deposit: 0.00

Order Balance: 1,725.00



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the County Judge to execute Security One work order to repair the fire and security panel located at the Precinct 5 Building and authorize a waiver to the purchasing policy for obtaining three quotes. **SMITH/T.CRUMLEY**

Summary:

The fire and security panel located at the PCT 5 building is continually failing and needs to be repaired or replaced. Security One was called out to inspect and assess whether it was a connectivity issue with our monitoring system. Repairs were made to the monitoring system, but the panel is still failing. Countywide Operations is requesting a waiver to the purchasing policy of obtaining three quotes because Security One can provide the panel and repair work, and they are the preferred vendor because they provide the monitoring services for our camera system. Funding for this has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$2,190

Line Item Number: 001-695-00.5451

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: authorize a waiver to the purchasing policy for obtaining three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Security One - Work Order

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



WORK ORDER

NAME Hays County Precint 5 PHONE _____
ADDRESS 500 Jack C Hays Trail
CITY Buda TEXAS 78610
BILLING # 805323-06 CSID # 37-4323 ☒ Tax Exempt
DATE April 3, 2024 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Scope of work: Repair on fire/security combination panel.

Replace main board on Vista 128 panel. Vista 128 serves both fire and burglary.
Connect existing devices and test entire system.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	Parts and material	\$1,202.00	\$1,202.00
1	Labor	\$988.00	\$988.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	\$2,190.00
		Tax	
		TOTAL	\$2,190.00

Customer Acceptance _____

Security One, Inc. _____

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

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

2. PRICE, PAYMENT, AND OWNERSHIP: **2.1** The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days.

2.3 All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.

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

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

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

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

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

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

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

10. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

DOINOFF/MCGILL

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute a work order with Security One for the installation of four (4) new cameras to the exterior of the Elections/IT building and amend the budget accordingly. **BECERRA/DOINOFF/MCGILL**

Summary:

On August 8, 2023, the Commissioners Court executed an agreement for Security One to install a camera and security system for the IT and Elections Building. The IT and Elections Departments would like to have four (4) new cameras installed on the exterior of the Elections/IT building. Security One has submitted a proposal to install these cameras and link them to the camera system Security One currently manages. A 50% deposit will be required before the work begins with the remaining due at the completion of the project.

Fiscal Impact:

Amount Requested: \$5,013.63

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,014 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$5,014) - Decrease Building Maint & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Agreement, Commissioners Court approval 8.8.23

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Security One Work Order

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



WORK ORDER

NAME Hays County Election Building PHONE _____
ADDRESS 120 Stagecoach Trail
CITY San Marcos TEXAS 78666
BILLING # Camera System CSID # _____ ☒ Tax Exempt
DATE March 19, 2024 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Installation of 4 New Camera 2 on each front corner of building 1 facing front towards parking and entry door and the other facing sides of building. We will adjust and focus each Camera to customer satisfaction and set up recording same as others.

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

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	Scissor Lift Rental	\$1,000.00	\$1,000.00
4	5 MP - HD Camera	\$132.23	\$528.92
4	Camera Back Box	\$76.11	\$304.44
2	Wire and Hardware	\$387.53	\$775.06
1	Connectors	\$256.74	\$256.74
1	Labor	\$2,148.47	\$2,148.47
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	\$5,013.63
		Tax	
		TOTAL	\$5,013.63

Customer Acceptance

Security One, Inc.

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

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

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

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

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

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

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

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

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

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

10. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize payment to Emocha Mobile Health Inc. in the amount of \$7,560.00 for access to the Emocha for Directly Observed Therapy software in which no purchase order was issued as required per the Hays County Purchasing Policy.
INGALSBE/T.CRUMLEY

Summary:

In January 2022, the Health Department was approved to purchase Emocha Mobile Health Inc. Directly Observed Therapy Software. A purchase order was not obtained before the annual software renewal invoice was received. Renewal and funding for this software was approved in the FY24 budget under the DSHS TB Program Grant.

Fiscal Impact:

Amount Requested: \$7,560.00

Line Item Number: 120-675-99-022.5429

Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: PO not obtained prior to services

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Emocha 2024-2025 Invoice

2022 Court Approval

FY24 Adopted Budget

[Scene]

INVOICE

Hays County Health Department
401-A Broadway
SAN MARCOS TX 78666

Invoice Date
Mar 6, 2024

Invoice Number
INV-5804

Reference
2 users, 1 year, 2024-2025

emocha Mobile Health Inc.
10807 Falls Road, #828,
Brooklandville, MD 21022
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
SINGLE WEB USER MONTHLY SUBSCRIPTION. Enables healthcare provider to manage patient reported data using the emocha web interface. Includes HIPAA-compliant cloud hosting, maintenance, and support. (2 Users x 12 months)	24.00	315.00	Tax Exempt	7,560.00
Monthly Subscription package of UNLIMITED Patient licenses (Clients). Patients use emocha to securely and conveniently report medication side effects and fulfill Directly Observed Therapy (DOT) requirements. Includes HIPAA-compliant cloud hosting, maintenance, and support.	1.00	0.00		0.00
Subtotal				7,560.00
TOTAL TAX				0.00
TOTAL USD				7,560.00

Due Date: Mar 20, 2024

emocha Standard Legal Terms and License available at <https://www.emocha.com/standard-legal-terms> apply

For Electronic Funds Transfer please send to:

Customers Bank

Bank Routing Number: 031302971

Account Number: 7093489

Account Name: eMocha Mobile Health Inc., DBA Scene Health

For checks please send to:

P.O. Box 67190, Newark, NJ 07101-6602



[View and pay online now](#)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible authorization for the purchase of Emocha Mobile Health Inc. Directly Observed Therapy (DOT) Software in the amount of \$8,100.00 that will be used for the Health Department TB program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 4, 2022	\$8,100

LINE ITEM NUMBER

120-675-99-022.5429
120-675-99-087.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Our Local Health Department | TB Program would like to purchase Directly Observed Therapy (DOT) Software to be used for our TB program. This software will allow for more direct access to patients for the oversight of medications and will allow patients greater access to our TB staff. Funding for this software has been approved through the State and Federal TB grants and the purchase under the grant has been approved by DSHS. Emocha is the sole supplier of this software and owns exclusive rights to this DOT software, therefore a waiver to the purchasing policy requiring three quotes.

Attached:

Emocha Quote
Emocha Mobile Health Sole Source Justification Letter
Back up documentation of case studies from other Counties

Budget Amendment:

Decrease: 120-675-99-022.5021 (\$4,303)
Increase: 120-675-99-022.5429 \$4,303
Decrease: 120-675-99-087.5021 (\$3,797)
Increase: 120-675-99-087.5429 \$3,797



Budget Worksheet Report

Budget Year 2024

Account		2024 Commissioners' Court Approved	
Fund 120 - Family Health Services Fund			
EXPENSE			
Department 675 - Personal Health			
Division 99 - Grants			
Cost Center 022 - DSHS TB Program - State			
Salaries and Benefits			
Salaries			
5021	Staff Salaries	21,454.00	
	Salaries Totals	\$21,454.00	
All Benefits			
5101_100	FICA and Retirement FICA	1,330.00	
5101_200	FICA and Retirement Medicare	311.00	
5101_300	FICA and Retirement Retirement	2,943.00	
5160_400	Insurance Benefits Medical	5,998.00	
5160_500	Insurance Benefits Dental	207.00	
5160_600	Insurance Benefits Life	33.00	
	All Benefits Totals	\$10,822.00	
	Salaries and Benefits Totals	\$32,276.00	
Operating			
5201	General Supplies	500.00	
5211	Office Supplies	200.00	
5212	Postage	50.00	
5231	Medical and Safety Supplies	1,500.00	
	Comments		
	Level	Comment	
	Requested	Medical Supplies for the TB Program	
5429	Software Maintenance and Licensing	7,560.00	
	Comments		
	Level	Comment	
	Requested	Emocha Software - TB Telemedicine Software	
5448	Contract Services	5,850.00	
	Comments		
	Level	Comment	
	Requested	J. Castilleja, MD	
5461	Printing Services	100.00	
	Operating Totals	\$15,760.00	



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant application from the Department of State Health Services (DSHS) Grant Agreement Contract No. HHS001439500039, Public Health Emergency Preparedness (CPS/PHEP) Grant Program in the amount of \$126,721.00. **INGALSBE/T.CRUMLEY**

Summary:

On January 30, 2024, Commissioners Court approved the submission of this grant application. This is an annual grant application that fully funds the Emergency Preparedness Coordinator position and partially funds an Epidemiologist position, and other conference fees and supplies. There is a mandatory 10% match of \$12,672.00.

Contract period: 7/1/2024 - 6/30/2025

Fiscal Impact:

Amount Requested: \$12,672

Line Item Number: 120-675-99-058]

Budget Office:

Source of Funds: Department of State Health Services Grant Funds & Family Health Services Fund for cash match

Budget Amendment Required Y/N?: No

Comments: Grant award is budgeted during annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: TBD for the purchase of supplies and fees.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Intergovernmental revenues will be certified during the annual budget process.

Comments: N/A

Attachments

Budget

Grant Agreement

SUPPLIES 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.)

[illegible]

	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:

\$2,333

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,
CONTRACT NO. HHS001439500039
UNDER THE
CENTER FOR HEALTH EMERGENCY PREPAREDNESS AND RESPONSE GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the Department of State Health Services (“System Agency” or “DSHS”), a pass-through entity, and Hays County Health Department (“Grantee”), having its principal office at 101 Thermon Drive, San Marcos, Texas 78666 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and DSHS to advance public health emergency preparedness.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the authority granted by and in compliance with Texas Health and Safety Code Chapters 12 and 1001, as applicable.

III. DURATION

This Grant Agreement is effective on **July 1, 2024**, and expires on **June 30, 2025**, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Grant Agreement for up to four (4) additional years for a maximum term of five (5) years.

Notwithstanding the limitation in the preceding paragraph and with at least thirty (30) calendar days’ advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to three (3) months, in one-month (1-month) intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement.

IV. STATEMENT OF WORK

The Statement of Work to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, PROJECT FY2025 STATEMENT OF WORK**.

V. BUDGET

The total amount of this Grant Agreement will not exceed **ONE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$139,393.00)**. This includes the DSHS share of One Hundred Twenty-Six Thousand Seven Hundred Twenty-One Dollars (\$126,721.00) and Grantee's required match amount of Twelve Thousand Six Hundred Seventy-Two Dollars (\$12,672.00).

The total not-to-exceed amount includes the following:

Total Federal Funds: \$126,721.00
Total State Funds: \$0.00

Funds will be allocated for each Project Fiscal Year ("Project FY"), which means the period beginning July 1 and ending June 30 each year, under this Grant Agreement. All expenditures under the Grant Agreement must be within the identified Project FY, and in accordance with **ATTACHMENT B, PROJECT FY2025 BUDGET**.

VI. NOTICE TO PROCEED

Funding for this Grant Agreement is available for Project FY2025, which is the period of July 1, 2024, through June 30, 2025, and is dependent on the award of the applicable federal grant. No work may begin, and no charges may be incurred until DSHS issues a written Notice to Proceed ("NTP") to Grantee. The NTP may include an amended or ratified budget, which will be incorporated into this Grant Agreement by a subsequent amendment, as necessary. Notwithstanding the preceding, at DSHS's discretion, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR § 200.309.

VII. REPORTING REQUIREMENTS

Grantee shall submit the reports for Project FY2025 as identified in the table below, and as outlined in **ATTACHMENT A, PROJECT FY2025 STATEMENT OF WORK**, by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

REPORT	FREQUENCY	PROJECT FY 2025 DUE DATE(S)	DSHS EMAIL OR SYSTEM TO SUBMIT REPORT
Financial Status Report - Biannual (See SECTION I(W)(8) of ATTACHMENT A, PROJECT FY 2025 STATEMENT OF WORK)	The last business day of the month following the end of the second Project FY quarter AND thirty (30) calendar days after the	January 31, 2025 July 30, 2025	invoices@dshs.texas.gov ; fsrgrants@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VIII, CONTRACT

	fourth Project FY quarter.		REPRESENTATIVES , of this Grant Agreement
Invoices/Requests for Reimbursement – Monthly (See SECTION IV(A) of ATTACHMENT A, PROJECT FY 2025 STATEMENT OF WORK)	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	August 30, 2024 September 30, 2024 October 31, 2024 November 29, 2024 December 31, 2024 January 31, 2025 February 28, 2025 March 31, 2025 April 30, 2025 May 30, 2025 June 30, 2025 July 31, 2025	invoices@dshs.texas.gov ; CMSinvoices@dshs.texas.gov ;
Initial Work Plan - Annual (See SECTION I(W)(1) of ATTACHMENT A, PROJECT FY 2025 STATEMENT OF WORK)	Once per Project FY	July 15, 2024	Qualtrics System
Property Inventory Report (Form GC-11) – Annual (See SECTION I(W)(9) of ATTACHMENT A, PROJECT FY 2025 STATEMENT OF WORK)	Once per Project FY	October 15, 2024	FSOequip@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES , of this Grant Agreement
Programmatic Mid-Year Performance Report - Annual (See SECTION I(W)(5) of ATTACHMENT A, PROJECT 2025 STATEMENT OF WORK)	Once per Project FY	January 31, 2025	Qualtrics System
Integrated Preparedness Plan (“IPP”) - Annual (See SECTION I(W)(2) of ATTACHMENT A, PROJECT 2025 STATEMENT OF WORK)	Once per Project FY	May 1, 2025	Qualtrics System
After-Action Review/Improvement Plan (“AAR/IP”) - Annual (See SECTION I(W)(3) of ATTACHMENT A, PROJECT 2025 STATEMENT OF WORK) - Annual	Once per Project FY	June 30, 2025	Qualtrics System
Operational Readiness Review (“ORR”) - Annual	Once per Project FY	June 30, 2025	Qualtrics System

(See SECTION I(W)(4) of ATTACHMENT A, PROJECT 2025 STATEMENT OF WORK)			
Evidence of attendance at two (2) regional healthcare coalition meetings - Annual (See SECTION I(W)(7) of ATTACHMENT A, PROJECT 2025 STATEMENT OF WORK)	Once per Project FY	June 30, 2025	Qualtrics System
Programmatic End-of-Year Performance Report - Annual (See SECTION I(W)(6) of ATTACHMENT A, PROJECT 2025 STATEMENT OF WORK)	Once per Project FY	July 30, 2025	Qualtrics System

VIII. CONTRACT REPRESENTATIVES

The following will act as the representative (“Contract Representative”) authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency

Beverly Taylor
Department of State Health Services
1100 W. 49th Street, MC 1990
Austin, Texas 78756
beverly.taylor@dshs.texas.gov

Grantee

Tammy Crumley
Hays County Health Department
101 Thermon Drive
San Marcos, Texas 78666
tammy.crumley@co.hays.tx.us

IX. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency’s Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency’s Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe St., Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services

Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

- C. Notices given by System Agency to Grantee may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or legal notice contact by providing written notice to the other Party.

X. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: RH4DFY1GC2R3

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): TBD

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, TBD
- B. Federal Award Date: TBD
- C. Federal Award Period: July 1, 2024 – June 30, 2025
- D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- E. Federal Award Project Description: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
- F. Awarding Official Contact Information:
 - Name – TBD
 - Title, i.e., Grants Management Officer – TBD
 - Title 2, i.e., CDC Office of Grants Services, Branch 4 – TBD
 - Address – TBD
 - City, State ZIP – TBD
 - Telephone: TBD
 - Email: TBD
- G. Total Amount of Federal Funds Awarded to System Agency: TBD
- H. Amount of Funds Awarded to Grantee: \$ 126,721.00
- I. Identification of Whether the Award is for Research and Development: No

XI. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

- ATTACHMENT A – PROJECT FY2025 STATEMENT OF WORK**
- ATTACHMENT B – PROJECT FY2025 BUDGET**
- ATTACHMENT C – HHS CONTRACT AFFIRMATIONS, VERSION 2.3, EFFECTIVE AUGUST 2023**
- ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.3, EFFECTIVE NOVEMBER 2023**
- ATTACHMENT E – HHS DATA USE AGREEMENT – TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES), OCTOBER 23, 2019**
- ATTACHMENT E-1 – TEXAS HHS SYSTEM - DATA USE AGREEMENT – ATTACHMENT 2, SECURITY AND PRIVACY INQUIRY (SPI)**
- ATTACHMENT F – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS**
- ATTACHMENT G – CERTIFICATION REGARDING LOBBYING**
- ATTACHMENT H – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity, or inconsistency between or among any documents, all DSHS documents take precedence over Grantee's documents and **ATTACHMENT E, HHS DATA USE AGREEMENT – TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES), OCTOBER 23, 2019**, takes precedence over all other Contract documents.

XII. SIGNATURE 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. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,
CONTRACT NO. HHS001439500039**

**DEPARTMENT OF STATE HEALTH
SERVICES**

HAYS COUNTY HEALTH DEPARTMENT

Signature

Signature

Printed Name:_____

Printed Name:_____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENT A

PROJECT FY2025 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Perform the activities required under this Contract in the following cities, counties, or groups of counties (cumulatively, Grantee’s “Jurisdiction”): Hays.
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for Grantee’s Jurisdiction. At minimum, Grantee shall ensure at least three (3) of the following public health emergency preparedness capabilities are achieved on an annual basis:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private

sector. This capability includes the routine sharing of information, as well as issuing of public health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other

emergency responders during pre-deployment, deployment, and post-deployment.

15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

- E.** Match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as set forth in **ATTACHMENT B, PROJECT FY2025 BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
 2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
 3. Be verifiable within the Grantee's (or subgrantee's) records;
 4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
 5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
 6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
 7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
 8. Be adequately documented;
 9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.
- F.** In the event of a local, state, or federal emergency, System Agency will reimburse Grantee up to five percent (5%) of the total Grant Agreement award for its personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the

emergency, Grantee shall notify the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, in writing of its implementation of this provision.

- G.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.
- H.** Coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- I.** Inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.
- J.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.
- K.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- L.** When using volunteers during the Grant Agreement term, designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- M.** Coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- N.** Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- O.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans shall be submitted to System Agency via the Operational Readiness Review.
- P.** Incorporate Access and Functional Needs ("AFN") partners in an annual PHEP exercise. Local jurisdictions can fulfill this requirement by incorporating at least one (1) AFN partner in a

tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates.

- Q.** Designate a member of the PHEP program to attend two (2) regional healthcare coalition meetings during each Project FY.
- R.** Fill any vacant positions within ninety (90) calendar days. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report all position vacancies to their assigned System Agency Contract Representative each month until all positions are filled.
- S.** Comply with all state and System Agency guidance and standards, including the following:
1. Grant Technical Assistance Guide, located at System Agency website located at the following URL, <https://hhs.texas.gov/doing-business-hhs/grants>; and
 2. Texas Grant Management Standards, located at the following URL, <https://comptroller.texas.gov/purchasing/grant-management/>.
- T.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418;
 2. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
 3. Texas Health and Safety Code Chapter 81;
 4. Section 319 C-1 of the Public Health Service (PHS) Act (42 USC § 247d-3a), as amended; and
 5. 2 CFR Part 200.
- U.** Comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:
1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
 2. Grantee may not use funds made available under this Contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
 3. Grantee must initiate the purchase of all equipment approved in writing 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 equipment must be submitted to the assigned System Agency Contract Representative.

4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total Project FY amount, Grantee's budget may be subject to a decrease for the remainder of the Project FY.

V. Comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. The following requirements apply to budget transfers across budget categories:
 - a. Transferring funds between budget categories, other than the "Equipment" and "Indirect Cost" categories, is allowable with System Agency's written approval, but cannot exceed twenty-five percent (25%) of the total allotted amount during a Project FY. If the budget transfer(s) does exceed twenty-five percent (25%) of the total allotted amount during a Project FY, alone or cumulatively, in addition to System Agency's written approval, a formal Grant Agreement amendment is required;
 - b. Grantee may revise the "Equipment" and "Indirect Cost" budget categories, however any such revision requires System Agency's written approval and a formal Grant Agreement amendment; and
 - c. As stated in Section I(V)(3)(a) and I(V)(3)(b), if Grantee requests revisions to the cost reimbursement budget, it shall provide an email notification to the System Agency Contract Representative. The request must include a draft of the revised categorical budget, a summary of revisions being requested with the total percentage of funds being moved, and a justification of such revisions. System Agency will notify Grantee if its revision request is approved. Thereafter, System Agency will amend the Grant Agreement, if necessary, based on the criteria established in this Section I(V)(3). Grantee's proposed budget revision is not authorized, and funds cannot be utilized, until the Grant Agreement amendment is executed.

W. Comply with the reporting requirements and due dates established in this **ATTACHMENT A, PROJECT FY2025 STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Signature Document. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare and submit an Initial Work Plan each Project FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025, Grantee must submit the Initial Work Plan to System Agency by July 15, 2024.
2. Grantee must prepare and submit a current Integrated Preparedness Plan (“IPP”) each Project FY, which must include at least four (4) years of progressive exercise, planning and training, to System Agency via Qualtrics. For Project FY2025, Grantee must submit the IPP to System Agency by May 1, 2025. The IPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan submitted in **SECTION I(W)(3)** of this Statement of Work. The IPP must include a description of:
 - a. The proposed location, month(s), and year(s) of future exercise(s);
 - b. The type(s) of future exercise(s) that will take place; and
 - c. The partnering entities.
3. Grantee must prepare and submit an After-Action Review/Improvement Plan (“AAR/IP”) each Project FY for the annual PHEP exercise with Access and Functional Needs via Qualtrics. For Project FY2025, Grantee must submit the AAR/IP to System Agency by June 30, 2025.
4. Grantee must complete and submit specific forms identified by the System Agency from the Operational Readiness Review (“ORR”) each Project FY to System Agency by uploading supporting documentation to Qualtrics. For Project FY2025, Grantee must submit the ORR forms to System Agency by June 30, 2025.
5. Grantee must prepare and submit a Programmatic Mid-Year Performance Report each Project FY via Qualtrics. For Project FY2025, Grantee must submit the Programmatic Mid-Year Performance Report to System Agency by January 31, 2025. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Programmatic Mid-Year Performance Report.
6. Grantee must prepare and submit a Programmatic End-of-Year Performance Report each Project FY via Qualtrics. For Project FY2025, Grantee must submit the Programmatic End-of-Year Performance Report to System Agency by July 30, 2025. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Programmatic End-of-Year Performance Report.
7. Grantee must submit a copy of the meeting sign in sheet, as evidence of attendance at two (2) regional healthcare coalition meetings during each Project FY via Qualtrics. For Project FY2025, Grantee must submit evidence of attendance at two (2) regional healthcare coalition meeting to System Agency by June 30, 2025.
8. Grantee must submit biannual Financial Status Reports (FSRs). Grantee’s FSRs are due the last business day of the month following the end of each second Project FY quarter, and thirty (30) calendar days after each fourth Project FY quarter. The first FSR, for the

period July 1, 2024, through December 31, 2024, is due by January 31, 2025. The second FSR, for the period January 1, 2025, through June 30, 2025, is due by July 30, 2025. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. If System Agency determines Grantee needs to submit FSR reports by mail or fax, Grantee must send the required information as follows:

a. For submission by mail, use address below:

Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, TX 78714-9347

b. For submission by fax, use number below:

(512) 458-7442

9. Grantee must maintain an inventory of equipment, supplies defined as “Controlled Assets” (see definition in form titled, “DSHS Contractor’s Property Inventory Report (Form GC-11),” link below), and real property. Grantee shall submit an annual cumulative report of the above state items on the Form GC-11, located at the following URL: <https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention>. Grantee will submit the Form GC-11, via email, to FSOequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
10. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
11. Grantee must immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

- A. System Agency will monitor Grantee’s performance of the requirements in this Statement of Work and compliance with the Grant Agreement’s terms and conditions.
- B. Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in System Agency withholding a portion of the current Project Fiscal Year PHEP base award.
- C. Upon request by System Agency, Grantee shall reasonably revise any performance measure to System Agency’s satisfaction and in accordance with the requirements set forth in this Grant Agreement.

III. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at <http://www.dshs.texas.gov/grants/forms.shtm>. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. System Agency will issue reimbursement payments to Grantee on a monthly basis for reported actual cash disbursements that are supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submittal of acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
 2. DSHS Contract or Purchase Order number;
 3. Identification of service(s) provided;
 4. The total invoice amount; and
 5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.
- B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B, PROJECT FY2025 BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the Project FY.
- C. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per Project FY. All advances must be expended by the end of the Project FY. Advances not expended by the end of the Grant Agreement term must be refunded to System Agency. System Agency may require Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid prior to the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third (1/3rd) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third (1/3rd) of the remaining balance of the advance.

ATTACHMENT B PROJECT FY2025 BUDGET

The table below establishes the categorical budget for Project FY2025, which is the period from July 1, 2024, through June 30, 2025.

Budget Categories	DSHS Funding
Personnel	\$84,829.00
Fringe Benefits	\$35,535.00
Travel	\$2,044.00
Equipment	\$0.00
Supplies	\$2,333.00
Contractual	\$1,200.00
Other	\$780.00
Sum of DSHS Direct Costs	\$126,721.00
Indirect Costs	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$126,721.00
Plus Required Match (Cash or In-Kind)	\$12,672.00
Total Contract Amount	\$139,393.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001439500039
Attachment C 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:

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

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)



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.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS.....	6
1.1 DEFINITIONS	6
1.2 INTERPRETIVE PROVISIONS.....	7
ARTICLE II. PAYMENT PROVISIONS.....	8
2.1 PROMPT PAYMENT.....	8
2.2 TAXES	8
2.3 ANCILLARY AND TRAVEL EXPENSES	8
2.4 BILLING	9
2.5 USE OF FUNDS	9
2.6 USE FOR MATCH PROHIBITED.....	9
2.7 PROGRAM INCOME	9
2.8 NONSUPPLANTING.....	9
2.9 INDIRECT COST RATES.....	9
ARTICLE III. STATE AND FEDERAL FUNDING	10
3.1 EXCESS OBLIGATIONS PROHIBITED.....	10
3.2 NO DEBT AGAINST THE STATE.....	10
3.3 DEBTS AND DELINQUENCIES	10
3.4 REFUNDS AND OVERPAYMENTS	10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS	10
4.1 ALLOWABLE COSTS.....	10
4.2 AUDITS AND FINANCIAL STATEMENTS.....	11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS	11
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS.....	12
5.1 WARRANTY	12
5.2 GENERAL AFFIRMATIONS.....	12
5.3 FEDERAL ASSURANCES.....	12
5.4 FEDERAL CERTIFICATIONS	12
5.5 STATE ASSURANCES.....	12
ARTICLE VI. INTELLECTUAL PROPERTY.....	13
6.1 OWNERSHIP OF WORK PRODUCT.....	13
6.2 GRANTEE’S PRE-EXISTING WORKS.....	13
6.3 THIRD PARTY IP	14

6.4	AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS	14
6.5	DELIVERY UPON TERMINATION OR EXPIRATION	14
6.6	SURVIVAL	14
6.7	SYSTEM AGENCY DATA	14
	ARTICLE VII. PROPERTY	15
7.1	USE OF STATE PROPERTY.....	15
7.2	DAMAGE TO STATE PROPERTY	15
7.3	PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT	15
7.4	EQUIPMENT AND PROPERTY.....	16
	ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY.....	16
8.1	RECORD MAINTENANCE AND RETENTION.....	16
8.2	AGENCY’S RIGHT TO AUDIT.....	17
8.3	RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS	17
8.4	STATE AUDITOR’S RIGHT TO AUDIT.....	18
8.5	CONFIDENTIALITY	18
	ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES.....	18
9.1	REMEDIES.....	18
9.2	TERMINATION FOR CONVENIENCE	19
9.3	TERMINATION FOR CAUSE	19
9.4	GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS....	19
9.5	INHERENTLY RELIGIOUS ACTIVITIES	20
9.6	POLITICAL ACTIVITIES.....	20
	ARTICLE X. INDEMNITY	20
10.1	GENERAL INDEMNITY.....	20
10.2	INTELLECTUAL PROPERTY	21
10.3	ADDITIONAL INDEMNITY PROVISIONS	21
	ARTICLE XI. GENERAL PROVISIONS.....	21
11.1	AMENDMENTS	21
11.2	NO QUANTITY GUARANTEES.....	21
11.3	CHILD ABUSE REPORTING REQUIREMENTS	22
11.4	CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS	22
11.5	INSURANCE AND BONDS	22

11.6	LIMITATION ON AUTHORITY	23
11.7	CHANGE IN LAWS AND COMPLIANCE WITH LAWS	23
11.8	SUBCONTRACTORS	23
11.9	PERMITTING AND LICENSURE	23
11.10	INDEPENDENT CONTRACTOR	24
11.11	GOVERNING LAW AND VENUE	24
11.12	SEVERABILITY.....	24
11.13	SURVIVABILITY	24
11.14	FORCE MAJEURE	24
11.15	NO IMPLIED WAIVER OF PROVISIONS	25
11.16	FUNDING DISCLAIMERS AND LABELING	25
11.17	MEDIA RELEASES	25
11.18	PROHIBITION ON NON-COMPETE RESTRICTIONS	25
11.19	SOVEREIGN IMMUNITY	25
11.20	ENTIRE CONTRACT AND MODIFICATION.....	26
11.21	COUNTERPARTS	26
11.22	PROPER AUTHORITY.....	26
11.23	E-VERIFY PROGRAM	26
11.24	CIVIL RIGHTS.....	26
11.25	ENTERPRISE INFORMATION MANAGEMENT STANDARDS	27
11.26	DISCLOSURE OF LITIGATION.....	27
11.27	NO THIRD PARTY BENEFICIARIES	28
11.28	BINDING EFFECT.....	28

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 *Textravel* guidelines, which can currently be accessed at: <https://fmxcpa.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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT E

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

ARTICLE 1.

PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.

DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

HHS Data Use Agreement

TACCHO VERSION (Local City and County Entities) October 23, 2019

Page 1 of 15

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

HHS Data Use Agreement

TACCHO VERSION (Local City and County Entities) October 23, 2019

a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the

proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated

threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to

expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this

DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Attachment E-1 - Texas HHS System – Data Use Agreement - Attachment 2
Security and Privacy Inquiry (SPI)

DSHS Contract No. HHS001439500039



TEXAS
Health and Human
Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	<input checked="checked" type="radio"/> Yes <input type="radio"/> No		
2. Entity or Applicant/Bidder Legal Name	Legal Name: Hays County Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 2241 Procurement/Contract#: _____ Address: 101 Thermon Dr City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-5520 Email Address: hayslocalhealth@co.hays.tx.us		
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 15		
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0		
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<table border="1"> <tr> <td data-bbox="813 1377 1567 1682"> A. Security Official: Legal Name: Jeff McGill Address: 120 Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2841 Email Address: jmcgill@co.hays.tx.us </td> </tr> <tr> <td data-bbox="813 1682 1567 1974"> B. Privacy Official: Legal Name: Jeff McGill Address: 120 Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2841 Email Address: jmcgill@co.hays.tx.us </td> </tr> </table>	A. Security Official: Legal Name: Jeff McGill Address: 120 Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2841 Email Address: jmcgill@co.hays.tx.us	B. Privacy Official: Legal Name: Jeff McGill Address: 120 Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2841 Email Address: jmcgill@co.hays.tx.us
A. Security Official: Legal Name: Jeff McGill Address: 120 Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2841 Email Address: jmcgill@co.hays.tx.us			
B. Privacy Official: Legal Name: Jeff McGill Address: 120 Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2841 Email Address: jmcgill@co.hays.tx.us			

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)

- Health Insurance Portability and Accountability Act (HIPAA) data
- Criminal Justice Information Services (CJIS) data
- Internal Revenue Service Federal Tax Information (IRS FTI) data
- Centers for Medicare & Medicaid Services (CMS)
- Social Security Administration (SSA)
- Personally Identifiable Information (PII)

HIPAA



CJIS



IRS FTI



CMS



SSA



PII



Other (Please List)

7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))

Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.

Total #
(Sum a-d)

0

a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.

b. Servers. Number of Servers that are not in a data center or using Cloud Services.

c. Cloud Services. Number of Cloud Services in use.

d. Data Centers. Number of Data Centers in use.

8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:Select Option
(a-d)

a. 499 individuals or less

b. 500 to 999 individuals

c. 1,000 to 99,999 individuals

d. 100,000 individuals or more

- ☒ a.
☐ b.
☐ c.
☐ d.

9. HIPAA Business Associate Agreement

a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?

- ☒ Yes
☐ No

b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)

- ☒ Yes
☐ No
☐ N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'

a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?

- ☐ Yes
☐ No
☒ N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <p><input type="checkbox"/></p>
<p>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). <i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input type="radio"/> Yes <input checked="checked" type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>Hays County does not store information on end-user devices, therefore the devices are not encrypted.</p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature Simone Corprew <small>Digitally signed by Simone Corprew Date: 2024.02.05 10:12:48 -06'00'</small>	3. Title Grants Coordinator	4. Date: 2/5/24
---	--------------------------------	--------------------

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: <input type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input type="checkbox"/>	Requesting Department(s):											
Legal Entity Tax Identification Number (TIN) (Last four Only): <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											PO/Contract(s) #:	
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:										

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero).
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.mscc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

Attachment F – Federal Assurances – Non-Construction Programs

DSHS Contract No. HHS001439500039

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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) §§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) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which 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) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will 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. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Attachment G – Certification Regarding Lobbying

DSHS Contract No. HHS001439500039

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

[REDACTED]

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: [REDACTED] * First Name: [REDACTED] Middle Name: [REDACTED]

* Last Name: [REDACTED] Suffix: [REDACTED]

* Title: [REDACTED]

*** SIGNATURE:**

[REDACTED]

*** DATE:**

[REDACTED]



TEXAS
Health and Human
Services

Texas Department of State
Health Services

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:	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative:	Signature of Authorized Representative
Title of Authorized Representative	Date Signed

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: 2F8068DC4D874BD782199961DC8043C8		Status: Sent
Subject: Please DocuSign: HHS001439500039; Hays County; Base Contract; CPS-PHEP		
Source Envelope:		
Document Pages: 100	Signatures: 0	Envelope Originator: CMS Internal Routing Mailbox 11493 Sunset Hills Road #100 Reston, VA 20190 CMS.InternalRouting@dshs.texas.gov IP Address: 160.42.211.65
Certificate Pages: 2	Initials: 0	
AutoNav: Enabled		
Envelopeld Stamping: Enabled		
Time Zone: (UTC-06:00) Central Time (US & Canada)		

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
3/31/2024 11:24:33 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Judge Ruben Becerra judge.becerra@co.hays.tx.us Hays County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 3/31/2024 11:32:53 PM
Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jonah Wilczynski jonah.wilczynski@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		
Dave Gruber Dave.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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 Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2024 11:32:52 PM Viewed: 4/1/2024 8:42:47 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2024 11:32:52 PM
Payment Events	Status	Timestamps



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the acceptance of the Department of State Health Services (DSHS), COVID-19 Health Disparities Grant Contract budget revision of the combined FY23 and FY24 in the amount of \$274,725.00. **INGALSBE/T.CRUMLEY**

Summary

This no-cost grant contract extension was approved on 03/28/23 by Commissioners Court. This combined budget revision has been approved and processed by Department of State Health Services (DSHS).

Attachments

Budget Revision

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County

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	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$87,510	\$87,510	\$0	\$0	\$0	\$0
E. Supplies	\$174,690	\$174,690	\$0	\$0	\$0	\$0
F. Contractual	\$10,400	\$10,400	\$0	\$0	\$0	\$0
G. Other	\$2,125	\$2,125	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$274,725	\$274,725	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$274,725	\$274,725	\$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	\$0	\$0	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0	Equipment	\$87,510	\$87,510
	Supplies	\$174,690	\$174,690	Contractual	\$10,400	\$10,400
	Other	\$2,125	\$2,125	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$274,725	Budget Total	\$274,725
-------------------	----------------------------	------------------	---------------------	------------------

*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.

General Instructions for Completing Budget Forms DSHS Costs Only Budgeted on Detail Category Pages

(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :

<http://www.dshs.state.tx.us/grants/forms.shtm>

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I - Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- * Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- * After you have completed each budget category detail form, go to Form I - Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- * Refer to the table that is located below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- * Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the Grant Technical Assistance Guide (GTAG) located at the following web site:
<https://www.dshs.texas.gov/contracts/gtag.aspx>

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County

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							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County

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

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
ACSP0001 - ArrowClean Device Site Prep Management	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	1	\$2,500	\$2,500
ACIP0001 - ArrowClean Device Installation	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$1,200	\$2,400
RW16100001E - ArrowClean Device System Kit	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$23,000	\$46,000
AC16119102 - ArrowClean Device 10-Gallon Auxillary Tank	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$825	\$1,650
ACWP0001 - ArrowClean Device Warranty Package	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$12,000	\$24,000

ACWF0001 - ArrowClean Device Inline Filtration System	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$600	\$1,200
ACWPIF0001 - ArrowClean Device Warranty Package or Inline Filtration System	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$600	\$1,200
ACWS0001 ArrowClean Device Water Softener	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$1,920	\$3,840
ACES0001 - TK60 Electrostatic Sprayer	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$600	\$1,200
ACBS0001 - TK60 Backpack Sprayer	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	2	\$800	\$1,600
ACBP0001 - Tk60 & FC + Spray Bottles with Labels	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	80	\$6	\$480
ACCS0001 - TK60 & FC + Caddy System	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	1	\$1,200	\$1,200
ACSS0001 - 40 lb, Bag of Salt	Having devices that produce a disinfectant that kills COVID in 20 seconds vs. 10 min. will greatly mitigate our risk of COVID	12	\$20	\$240
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				

Total Amount Requested for Equipment:

\$87,510

FORM I-4: SUPPLIES Including CONTROLLED ASSETS Budget Category

Legal Name of Respondent:

Hays County

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification
COVID-19 testing kits	Each case contains 300 tests. Number of tests based on estimated number of inmates tested at both the Hays County Jail and Juvenile Detention facility.
Surgical Masks - 1000 boxes priced at \$3.50 each	Each box contains 50 masks. Masks will be used by inmates and staff when COVID-19 tests are being administered
Apple iPad (10th Generation) - 3 priced at \$450 each	3 iPads priced at \$450 each to allow virtual visitation between lawyers and clients in the jail
OtterBox Defender Series Case for iPad 10th Gen - 3 priced at \$90 each	Cases to protect iPads
Dell Laptops - 3 priced at \$1,419 each	Laptops are used to assist inmates in preparing for and taking GED exam rather than bringing in a proctor
Dell Laptop Cases - 3 priced at \$37 each	Cases to protect laptops from damage
All in One (AIO) Monitors - 11 priced at \$1,499.00 each	All-in-one monitors are used as virtual kiosks in living areas of the jail to allow for virtual visitation with attorneys or to allow inmates to participate in virtual court when necessary
All-in-one Wall Mounts - 11 priced at \$178 each	Wall mounts to mount all-in-ones for use in jail
AIO Wall Mount Covers - Indoor/Outdoor LCD Guardian TV Enclosure for 15"- 24" Monitors, Black - 11 priced at \$1,039 each	Covers to protect the all-in-one monitors from damage
Logitech K400 Plus Wireless Touch Keyboard/mouse combo - 11 priced at \$28 each	Keyboard/mouse combo for use with all-in-one monitors
Apple iPad (10th Generation) -8 priced at \$449 each	1 iPad will be used for medical staff in the jail; the other 7 will be used to increase low contact intake
Apple iPad (10th Generation) - 8 priced at \$23 each	Cases to protect iPads
Disposable gloves - 91 boxes priced at \$54.90 each	Janitorial disposable gloves to be used when administering COVID-19 tests and during sanitation

Revised: 7/6/2009

Disposable Coveralls - 73 boxes priced at \$136.90 each	HazMat Microporous Coveralls to be used by staff
COVID-19 testing kits - 51 cases priced at \$1,680.00 each	Each case contains 300 tests. Number of tests based on estimated number of inmates tested at both the Hays County Jail and Juvenile Detention facility.
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	

Total Amount Requested for Supplies:

/ **Detail Form**

Provide a justification for each supply item.
Include a list of supplies and detailed instructions

Total Cost	
\$45,652	
\$3,500	
\$1,350	
\$180	
\$4,257	
\$111	
\$16,489	
\$1,958	
\$11,429	
\$308	
\$3,592	
\$184	
\$5,000	

\$10,000	
\$70,680	
\$0	
\$0	

\$174,690

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Hays County

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
Wellpath	Contracted lab COVID-19 testing	To be used in cases of outbreak or on an as needed basis	Unit	104	\$100.00	\$10,400
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$10,400



FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
ACTR0001 - ArrowClean Training	Training for 12 attendees on how to properly use the Arrowclean disinfectant mitigation system in the facility. This training will be for 3 hours in length.	\$1,275
Shipping and Handling	Arrowclean vendor has a fee associated with the delivery of this system.	\$850
		\$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:

\$2,125

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Hays County

Total amount of indirect costs allocable to the project:

Amount:

\$0

Indirect costs are based on (mark the statement that is applicable):

_____ The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

_____ I attest that I have not had an approved indirect cost rate and I am requesting/electing to utilize the de minimis indirect cost rate.

_____ I elect not to request indirect costs.

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

- Form I-1 Personnel Supplemental
- Form I-2 Travel Supplemental
- Form I-3 Equipment Supplemental
- Form I-4 Supplies Supplemental
- Form I-5 Contractual Supplemental
- Form I-6 Other Supplemental

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	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
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	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
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				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
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

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
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel**\$0****Other / Local Travel Costs:** **\$0****Conference / Workshop Travel Costs:** **\$0****Total Travel Costs:****\$0**

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				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
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

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
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel**\$0****Other / Local Travel Costs:** **\$0****Conference / Workshop Travel Costs:** **\$0****Total Travel Costs:** **\$0**

**FORM I-3: EQUIPMENT Budget Category
Detail Form (Supplemental)**

Legal Name of Respondent:

Hays County

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.

[illegible]

Total Amount Requested for Equipment:

\$0

**FORM I-3: EQUIPMENT Budget Category
Detail Form (Supplemental)**

Legal Name of Respondent:

Hays County

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.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES including CONTROLLED ASSETS Budget Category Detail Fo

Legal Name of Respondent:

Hays County

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable** supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

[illegible]

Total Amount Requested for Supplies:

rm (Supplemental)

. Provide a justification for each

Total Cost

\$0

FORM I-4: SUPPLIES including CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: Hays County

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable** supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification

Total Amount Requested for Supplies:

orm (Supplemental)

e. Provide a justification for each

Total Cost

\$0

FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County

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 Amount Requested for CONTRACTUAL:

\$0

FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County

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 Amount Requested for CONTRACTUAL:

\$0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T.CRUMLEY/JONES

Sponsor:

Judge Becerra

Agenda Item:

Authorize the submission of an abridged application to the Texas Water Development Board, Flood Infrastructure Fund grant program in the amount of \$178,526.00. **BECERRA/T.CRUMLEY/JONES**

Summary:

Texas Water Development Board has issued a call for abridged applications for the Flood Infrastructure Fund. After abridged applications are submitted, they will be ranked and TWDB will issue invitations to submit a full application. If awarded, funds would be used to prepare a Community Flood Mitigation Plan. Based on the Annual Median Household Income of Hays County, the project qualifies for 75% grant funding resulting in a 25% match of \$59,509.00

Fiscal Impact:

Amount Requested: \$59,509

Line Item Number: TBD

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: If awarded, county match will need to be identified.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD if awarded.

Comments:

Attachments

Abridged Application

SFY 2024-2025 Flood Infrastructure

Fund

Abridged Application

Due 4/15/2024 at 11:59pm CDT
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review. Please reference the [SFY 2024-2025 Flood Infrastructure Fund \(FIF\) Intended Use Plan \(IUP\)](#) for further explanation of all information and questions included herein.

GENERAL INFORMATION

Entity Name		
Hays County		
Entity Type (City, County, District, etc.)		
County		
Primary Contact - Who should TWDB contact with questions during the review of this submission?	Name	Simone Corprew
	Title	Grant Coordinator
	Phone	512 749 1161
	Email	Simone.corprew@co.hays.tx.us

PROJECT INFORMATION

Project Name (as Referred to by Applicant)	Community Flood Mitigation Planning Project
Regional Flood Planning Area (01-15)	11
Indicate Type: FME/FMP/FMS under 31 TAC § 361.10 (Only one type per abridged application)	<input checked="" type="checkbox"/> FME <input type="checkbox"/> FMP <input type="checkbox"/> FMS
Full Name of FME/FMP/FMS as presented in the Regional Flood Plan	Hays County Community Flood Mitigation Planning Project
Unique 9-digit FME/FMP/FMS ID (Example: 013000001) from the associated Regional Flood Plan	111000118
Is the geographic scope, project scope, and all the expected benefits of the project in this abridged application the same as those presented in the Regional Flood Plan? See the online link to review the associated project information and data. FME List FMP List FMS List Project scopes and claimed project benefits will be verified against the actual projects in the Regional Flood Plan during the application process. Any projects that are subsequently found to diverge from the information presented in this Abridged Application may be subject to reprioritization and/or removal from the prioritization list, regardless of their initial prioritization. Therefore, it is important that all project information be presented accurately in this abridged application.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If 'NO', please explain below why and generally explain how the project scope and/or benefits are different than what is presented in the Regional Flood Plan. If 'NO', applicant <u>must</u> also fill in Attachment No. 3 with all project information including the items that are different compared to the information presented in the Regional Flood Plan.
NOTE: Regional flood planning data included in the draft FIF IUP materials, including associated with the abridged application, is not final and remains subject to change based on the final, Board-approved Regional Flood Plans.	

NOTE: Abridged Applications submitted with partial projects from the regional flood plan will be considered ineligible for the FIF (except for phased projects).

FEDERAL AWARD MATCHING FUNDS

Requesting Federal Matching Award Funds?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Name of Federal Grant Program	
Date of Federal Application Submission	
Date of actual or anticipated selection or award	
NOTE: Federal application must have been submitted by Abridged Application submission date, and federal funds must be awarded by TWDB commitment date.	

BUDGET DETAILS

Financing Requested from Federal Sources <ul style="list-style-type: none">- Federal Agency Name: Click or tap here to enter text.- Disaster Number (if associated with disaster funding): Click or tap here to enter text.	\$0
Financing from Other Sources (Examples: All cash/loan/bond proceeds/non-federal grants, etc.)	\$59,509.00
Amount Requested from TWDB	\$178,526.00
Total Project Cost (Federal Funds + Other Sources + TWDB Request)	\$238,035.00

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization. The numbered minimum standards reference the corresponding standard within the IUP.

CHECKLIST	MINIMUM STANDARDS
<input checked="" type="checkbox"/>	<p><u>Regional Flood Plan</u></p> <p>The project is specifically recommended in the corresponding Regional Flood Plan; the associated, unique, 9-digit ID and name has been provided; and any deviations in the benefits or geographic or other scope of the abridged application from the project that is presented in the Regional Flood Plan are noted, explained, and changed data provided in the associated Attachment No. 3.</p>
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<p><u>1. Benefit/Cost Ratio (BCR)</u></p> <p>For construction-oriented projects, including those with only planning, acquisition, and design (PAD) phases, the benefit-cost ratio (BCR) of the proposed project is ≥ 1.0, or the applicant must provide a detailed explanation for why the applicant considers the project to be justified, including a discussion of the primary benefits of the project, if any, that could not be quantified and were therefore not included in the BCR calculation. Please provide the following:</p> <ul style="list-style-type: none"> A description of the BCA methodology (See example templates here, including the specific analysis tool and version used). Documentation of assumptions/parameters used to generate the BCA. A detailed BCA calculation. Applicant must provide all digital input files for BCA (e.g., Excel BCA Input Tool Run or additional calculations used in Excel or other formats) Identify and explain the responsible party for operation and maintenance (O&M) of the infrastructure and from what funding source O&M will be provided. O&M costs should be included within the BCA. <p style="text-align: center;"><u>OR</u></p> <p>N/A for FME Category, FMS Category, and potentially federal award matching fund projects (See the “Federal Award Matching Funds” section of the IUP for details).</p>
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<p><u>2. Memorandum of Understanding (MOU)</u></p> <p>If the project is a flood control project (as defined in 31 TAC § 363.402(3)), and the project watershed is partially located outside the political subdivision making the application, attach the following information:</p> <ul style="list-style-type: none"> A list of all eligible political subdivisions that will be required to approve and sign an MOU (all eligible political subdivisions, as defined in the IUP, within the project watershed). A certification that the applicant has provided a copy of the proposed MOU and an adequately detailed description of the proposed project to all eligible political subdivisions on the list. PDF maps and GIS/KMZ files for all proposed project components and all boundaries for cities, districts, etc. within the proposed project watershed area. <p style="text-align: center;"><u>OR</u></p> <p>N/A for projects that are not flood control projects, including FMEs, or projects where the project watershed lies wholly within the applicant’s boundaries.</p>
<input type="checkbox"/> AND <input checked="" type="checkbox"/>	<p><u>3. Affidavit</u></p> <p>(a) The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.</p> <p style="text-align: center;"><u>AND</u></p> <p>(b) Applicant is aware of the affidavit requirements for the full/complete application and has or will fulfil all applicable requirements</p>
<input checked="" type="checkbox"/>	<p><u>4. Redundant Funding</u></p> <p>The funding request does not include redundant funding for activities already performed and/or funded through another source.</p>
<input checked="" type="checkbox"/> OR <input type="checkbox"/>	<p><u>5. National Flood Insurance Program</u></p> <p>(a) The area to be benefitted by the proposed project has floodplain management ordinances in place and the appropriate entity is currently enforcing floodplain management standards at least equivalent to the National Flood Insurance Program (NFIP) minimum standards.</p> <p style="text-align: center;"><u>OR</u></p> <p>(b) Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.</p>

CHECKLIST	MINIMUM STANDARDS
<input checked="" type="checkbox"/>	<u>6. Best/Most Recent Available Data</u> The proposed project was developed using the best and most recent available data.
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<u>7. Request for Constructions Funds</u> (a) Operations and maintenance (O&M) costs associated with proposed facilities have been considered; AND, (b) Floodwater capture techniques have been considered. OR N/A for projects that are not requesting construction funds.
<input checked="" type="checkbox"/> OR <input type="checkbox"/>	<u>Additional Requirements for Flood Management Evaluation (FME) Category</u> Applicant is aware that prior to the complete application, but not prior to the submittal of the abridged application, applicants must notify all cities, counties, non-profit water supply corporations, regional planning agencies, regional water planning groups, and all districts and authorities created under the Texas Constitution, Article III, Chapter 52, or Article XVI, Chapter 59, in the planning area by certified mail that an application for planning assistance is being filed with the TWDB. OR N/A for projects that do not fall within the Flood Management Evaluation (FME) Category.
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<u>Additional Requirements for Flood Management Strategy (FMS) Category</u> The following is required in the abridged application for FMS Category non-study funding applications, which include construction-oriented projects and implementation projects, such as regulatory changes, flood warning improvements, emergency action plans, and education campaigns: <ul style="list-style-type: none"> • Detail of the current flood risk in the project area. • Detail of the revised flood risk of the project area if the project is constructed/implemented. • The level of protection (i.e., 4%, 2%, 1% annual chance storm events) provided by the proposed project must be reported, when possible. For example, some implementation projects (like regulatory changes) may have defined levels of protection, others (like education campaigns) may not. The following is required in the abridged application for roadway construction-oriented projects: <ul style="list-style-type: none"> • Roadway classification • Traffic count • Detour distances • Accident data • Inundation risk including depths and velocities during 50%, 10%, 4%, 2%, 1% and 0.2% annual chance storm events. The following is required in the abridged application for Flood Early Warning Systems (FEWS) construction-oriented projects: <ul style="list-style-type: none"> • Quantitative information on the population impacted. OR OR N/A for projects that do not fall within the Flood Management Strategy (FMS) Category.

DESCRIPTION OF PROPOSED PROJECT

Please be sure this description includes all major project components and clearly states what the project seeks to accomplish.

Hays County is seeking funds for the creation of a community flood mitigation plan that will seek to reduce flood risk and damages to lives, buildings, and critical infrastructure. Once completed, the Flood Mitigation Plan will be added as an addendum to the existing Hays County Hazard Mitigation Plan.

To complete this project, Hays County will hire a consultant with experience in flood mitigation planning. A series of meetings will be held to determine major risk factors for flooding using the new Atlas 14 rainfall data across all of Hays County. Representatives from each jurisdiction will be invited to participate in the planning process and public meetings will be held to gather input. The completed plan will address major flooding risks and mitigation action items that can be taken to reduce those risks.

Over the last decade, Hays County has experienced several major flooding incidents including the 2015 Memorial Day flood that caused extensive damage to property and infrastructure. During this flood the Blanco River crested at 41 feet. The highest previous crest was recorded in 1929 and was 32 feet. By completing a Community Flood Plan, Hays County will be better prepared for the next major flooding incident and will be able to better advise new developments that are moving in across the county.

INFORMATION FOR GRANT FUNDING - Provide information for the applicable level of grant funding.

Flood Management Evaluation¹ (FME) Category:

Grant Qualifier	Applicant Response
What is the AMHI (weighted average based on population) of the project area? If requesting grant funds that rely on a calculation of the AMHI, then <u>attach the calculation</u> of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas, such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.	\$79,990.00

Flood Mitigation Project² (FMP) and Flood Management Strategy³ (FMS) Categories:

Grant Qualifier	Applicant Response
What is the AMHI (weighted average based on population) of the project area? If requesting grant funds that rely on a calculation of the AMHI, then <u>attach the calculation</u> of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas, such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.	
For consideration as a Rural Applicant: Are you an eligible entity based on the definition below? If so, please identify the applicable category below or provide an explanation under (D): (A) a nonprofit water supply or sewer service corporation created and operating under Chapter 67 of the Texas Water Code or a district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, no part of the service area of which is located in an urban area with a population of more than 50,000; (B) a municipality: (i) with a population of 10,000 or less; or (ii) located wholly in a county in which no urban area has a population of more than 50,000; (C) a county in which no urban area has a population of more than 50,000; or (D) an entity that: (i) is a nonprofit water supply or sewer service corporation created and operating under Chapter 67 of the Texas Water Code, a district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, a municipality, county, or other political subdivision of the state, or an interstate compact commission to which the state is a party; and (ii) demonstrates in a manner satisfactory to the board that the entity is rural or the area to be served by the project is a wholly rural area despite not otherwise qualifying under Paragraph (A), (B), or (C).	
For consideration as a Green or Nature-Based project: What is the percentage of total project costs that are considered green or nature-based? <u>The calculation must be attached.</u>	

¹ 31 TAC § 361.10 Flood Management Evaluation (FME)--A proposed study to identify and assess and quantify flood risk or identify, evaluate, and recommend flood risk reduction solutions.

² 31 TAC § 361.10 Flood Mitigation Project (FMP)--A proposed project, both structural and non-structural, that has a non-zero capital costs or other non-recurring cost and that when implemented will reduce flood risk, mitigate flood hazards to life or property.

³ 31 TAC § 361.10 Flood Management Strategy (FMS)--Flood risk reduction solution ideas and strategies that do not belong in FME or FMP categories. Examples may include regulatory enhancements, development of entity-wide buyout programs, and public outreach and education.

SELECT QUESTIONS FOR PRIORITIZATION CRITERIA

Criteria	Applicant Response
<u>TIEBREAKER: Social Vulnerability Index (SVI)</u>	<p>Average SVI of benefitting area: .6585</p> <p>Geographic basis:</p> <p><input type="checkbox"/> Census Tracts <input checked="" type="checkbox"/> Counties</p> <p><i>Please attach a list of the selected geographies and an explanation of why they were selected.</i></p>

ATTACHMENT CHECKLIST

Complete	N/A	Attachment Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Benefit-Cost Ratio</u> – BCR required information (See “Minimum Standards”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Memorandum of Understanding</u> – MOU required information (See “Minimum Standards” and Attachment No. 1).
<input type="checkbox"/>	<input type="checkbox"/>	<u>Maps</u> – Maps detailing project or study area boundaries, all proposed project components, HUC12, and all boundaries for cities, districts, etc. within the proposed project watershed area (See “Minimum Standards”): <ul style="list-style-type: none"> • FME Category: PDF maps and GIS files must be submitted. • FMP Category: PDF maps and GIS/KMZ files must be submitted. • FMS Category: PDF maps and GIS/KMZ files must be submitted.
<input type="checkbox"/>	<input type="checkbox"/>	<u>National Flood Insurance Program</u> – A pdf copy of (or a link to) ordinances demonstrating the area to be primarily benefitted by the proposed project has floodplain ordinances in place at least equivalent to NFIP minimum standards (See “Minimum Standards”).
<input type="checkbox"/>	<input type="checkbox"/>	<u>National Flood Insurance Program</u> – Certification on enforcing floodplain management standards for all applicable areas (See Attachment No. 1).
<input type="checkbox"/>	<input type="checkbox"/>	<u>Best/Most Recent Data</u> – Documentation indicating the best/most recent data was used in the development of the proposed project (See “Minimum Standards”).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Average Median Household Income</u> – If requesting grant funds that rely on a calculation of the AMHI, then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP (See “Information for Grant Funding”).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Social Vulnerability Index</u> – List and explanation of geographies used to determine average SVI (See “Select Questions for Prioritization Criteria”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Federal Award Matching Funds Projects Only</u> - Documentation of an existing federal award pending availability of local match or submission of application for federal award (See “Project Information”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Construction Projects Only</u> – Description of the anticipated funding source for operations and maintenance costs (See “Minimum Standards”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Flood Management Strategy Category Only</u> – Additional required information for FMS Category (See “Minimum Standards”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>For Green or Nature-Based Projects Only</u> – Documentation showing the calculation of the total project costs that are considered green or nature-based (See “Information for Grant Funding”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Optional Item</u> – Additional Information for the Flood Information Clearinghouse Committee (FLICC) (See “Additional Information for the Flood Information Clearinghouse Committee”).

SUBMITTAL

I, Ruben Becerra, County Judge, as the designated authorized representative of Hays County hereby approve and authorize the submission of this abridged application to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge, that all minimum standards applicable at this stage of submission for the proposed project have been met, and that all required attachments have been included. I understand the failure to submit a complete abridged application by the stated deadlines may result in the withdrawal of the abridged application without review.

ATTACHMENT 1: CERTIFICATIONS

<p>Certification on MOUs (See Minimum Standard No. 2)</p> <p>If no MOUs will be required, check here: <input checked="" type="checkbox"/></p>	<p>I, _____ (Name), serving as _____ (Title) hereby certify that _____ (Applicant) has provided all eligible political subdivisions, that will be required to submit a Memorandum of Understanding, a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project.</p> <p>_____ Signature Date</p>
--	--

<p>Certification on Enforcing Floodplain Management Standards (See Minimum Standard No. 5)</p> <p>Exception: The <u>only</u> exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: <input type="checkbox"/></p>	<p>I, _____ Ruben Becerra _____ (Name), serving as _____ County Judge _____ (Title) hereby certify that _____ Hays County _____ (Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but those may exceed the NFIP minimum standard.</p> <p>_____ Signature Date</p>
--	--



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T. CRUMLEY/BORCHERDING

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the submission of an abridged application to the Texas Water Development Board, Flood Infrastructure Fund grant program in the amount of \$1,125,000.00. **SHELL/T.CRUMLEY/BORCHERDING**

Summary:

Texas Water Development Board (TWDB) has issued a call for abridged applications for the Flood Infrastructure Fund. After abridged applications are submitted, they will be ranked and TWDB will issue invitations to submit a full application. If awarded, funds would be used to prepare a Drainage Master Plan for Hays County. Based on the Annual Median Household Income of Hays County, the project qualifies for 75% grant funding resulting in a grant amount of \$1,125,000.00 and a 25% match of \$375,000.00.

Fiscal Impact:

Amount Requested: \$375,000

Line Item Number: TBD

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: If awarded, cash match will need to be identified.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

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

New Revenue Y/N?: TBD if awarded

Comments:

Attachments

Application

SFY 2024-2025 Flood Infrastructure

Fund

Abridged Application

Due 4/15/2024 at 11:59pm CDT
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review. Please reference the [SFY 2024-2025 Flood Infrastructure Fund \(FIF\) Intended Use Plan \(IUP\)](#) for further explanation of all information and questions included herein.

GENERAL INFORMATION

Entity Name		
Hays County		
Entity Type (City, County, District, etc.)		
County		
Primary Contact - Who should TWDB contact with questions during the review of this submission?	Name	Simone Corprew
	Title	Grant Coordinator
	Phone	512 749 1161
	Email	Simone.corprew@co.hays.tx.us

PROJECT INFORMATION

Project Name (as Referred to by Applicant)	Drainage Master Plan
Regional Flood Planning Area (01-15)	11
Indicate Type: FME/FMP/FMS under 31 TAC § 361.10 (Only one type per abridged application)	<input checked="" type="checkbox"/> FME <input type="checkbox"/> FMP <input type="checkbox"/> FMS
Full Name of FME/FMP/FMS as presented in the Regional Flood Plan	Hays County Community Flood Mitigation Planning Project
Unique 9-digit FME/FMP/FMS ID (Example: 013000001) from the associated Regional Flood Plan	111000180
Is the geographic scope, project scope, and all the expected benefits of the project in this abridged application the same as those presented in the Regional Flood Plan? See the online link to review the associated project information and data. FME List FMP List FMS List Project scopes and claimed project benefits will be verified against the actual projects in the Regional Flood Plan during the application process. Any projects that are subsequently found to diverge from the information presented in this Abridged Application may be subject to reprioritization and/or removal from the prioritization list, regardless of their initial prioritization. Therefore, it is important that all project information be presented accurately in this abridged application.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If 'NO', please explain below why and generally explain how the project scope and/or benefits are different than what is presented in the Regional Flood Plan. If 'NO', applicant <u>must</u> also fill in Attachment No. 3 with all project information including the items that are different compared to the information presented in the Regional Flood Plan.
NOTE: Regional flood planning data included in the draft FIF IUP materials, including associated with the abridged application, is not final and remains subject to change based on the final, Board-approved Regional Flood Plans.	

NOTE: Abridged Applications submitted with partial projects from the regional flood plan will be considered ineligible for the FIF (except for phased projects).

FEDERAL AWARD MATCHING FUNDS

Requesting Federal Matching Award Funds?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Name of Federal Grant Program	
Date of Federal Application Submission	
Date of actual or anticipated selection or award	
NOTE: Federal application must have been submitted by Abridged Application submission date, and federal funds must be awarded by TWDB commitment date.	

BUDGET DETAILS

Financing Requested from Federal Sources <ul style="list-style-type: none">- Federal Agency Name: Click or tap here to enter text.- Disaster Number (if associated with disaster funding): Click or tap here to enter text.	\$0
Financing from Other Sources (Examples: All cash/loan/bond proceeds/non-federal grants, etc.)	\$375,000
Amount Requested from TWDB	\$1,125,000
Total Project Cost (Federal Funds + Other Sources + TWDB Request)	\$1,500,000

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization. The numbered minimum standards reference the corresponding standard within the IUP.

CHECKLIST	MINIMUM STANDARDS
<input checked="" type="checkbox"/>	<p><u>Regional Flood Plan</u></p> <p>The project is specifically recommended in the corresponding Regional Flood Plan; the associated, unique, 9-digit ID and name has been provided; and any deviations in the benefits or geographic or other scope of the abridged application from the project that is presented in the Regional Flood Plan are noted, explained, and changed data provided in the associated Attachment No. 3.</p>
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<p><u>1. Benefit/Cost Ratio (BCR)</u></p> <p>For construction-oriented projects, including those with only planning, acquisition, and design (PAD) phases, the benefit-cost ratio (BCR) of the proposed project is ≥1.0, or the applicant must provide a detailed explanation for why the applicant considers the project to be justified, including a discussion of the primary benefits of the project, if any, that could not be quantified and were therefore not included in the BCR calculation. Please provide the following:</p> <ul style="list-style-type: none"> A description of the BCA methodology (See example templates here, including the specific analysis tool and version used). Documentation of assumptions/parameters used to generate the BCA. A detailed BCA calculation. Applicant must provide all digital input files for BCA (e.g., Excel BCA Input Tool Run or additional calculations used in Excel or other formats) Identify and explain the responsible party for operation and maintenance (O&M) of the infrastructure and from what funding source O&M will be provided. O&M costs should be included within the BCA. <p style="text-align: center;">OR</p> <p>N/A for FME Category, FMS Category, and potentially federal award matching fund projects (See the “Federal Award Matching Funds” section of the IUP for details).</p>
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<p><u>2. Memorandum of Understanding (MOU)</u></p> <p>If the project is a flood control project (as defined in 31 TAC § 363.402(3)), and the project watershed is partially located outside the political subdivision making the application, attach the following information:</p> <ul style="list-style-type: none"> A list of all eligible political subdivisions that will be required to approve and sign an MOU (all eligible political subdivisions, as defined in the IUP, within the project watershed). A certification that the applicant has provided a copy of the proposed MOU and an adequately detailed description of the proposed project to all eligible political subdivisions on the list. PDF maps and GIS/KMZ files for all proposed project components and all boundaries for cities, districts, etc. within the proposed project watershed area. <p style="text-align: center;">OR</p> <p>N/A for projects that are not flood control projects, including FMEs, or projects where the project watershed lies wholly within the applicant’s boundaries.</p>
<input type="checkbox"/> AND <input checked="" type="checkbox"/>	<p><u>3. Affidavit</u></p> <p>(a) The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.</p> <p style="text-align: center;">AND</p> <p>(b) Applicant is aware of the affidavit requirements for the full/complete application and has or will fulfil all applicable requirements</p>
<input checked="" type="checkbox"/>	<p><u>4. Redundant Funding</u></p> <p>The funding request does not include redundant funding for activities already performed and/or funded through another source.</p>
<input checked="" type="checkbox"/> OR <input type="checkbox"/>	<p><u>5. National Flood Insurance Program</u></p> <p>(a) The area to be benefitted by the proposed project has floodplain management ordinances in place and the appropriate entity is currently enforcing floodplain management standards at least equivalent to the National Flood Insurance Program (NFIP) minimum standards.</p> <p style="text-align: center;">OR</p> <p>(b) Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.</p>

CHECKLIST	MINIMUM STANDARDS
<input checked="" type="checkbox"/>	<u>6. Best/Most Recent Available Data</u> The proposed project was developed using the best and most recent available data.
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<u>7. Request for Constructions Funds</u> (a) Operations and maintenance (O&M) costs associated with proposed facilities have been considered; AND, (b) Floodwater capture techniques have been considered. OR N/A for projects that are not requesting construction funds.
<input checked="" type="checkbox"/> OR <input type="checkbox"/>	<u>Additional Requirements for Flood Management Evaluation (FME) Category</u> Applicant is aware that prior to the complete application, but not prior to the submittal of the abridged application, applicants must notify all cities, counties, non-profit water supply corporations, regional planning agencies, regional water planning groups, and all districts and authorities created under the Texas Constitution, Article III, Chapter 52, or Article XVI, Chapter 59, in the planning area by certified mail that an application for planning assistance is being filed with the TWDB. OR N/A for projects that do not fall within the Flood Management Evaluation (FME) Category.
<input type="checkbox"/> OR <input checked="" type="checkbox"/>	<u>Additional Requirements for Flood Management Strategy (FMS) Category</u> The following is required in the abridged application for FMS Category non-study funding applications, which include construction-oriented projects and implementation projects, such as regulatory changes, flood warning improvements, emergency action plans, and education campaigns: <ul style="list-style-type: none"> • Detail of the current flood risk in the project area. • Detail of the revised flood risk of the project area if the project is constructed/implemented. • The level of protection (i.e., 4%, 2%, 1% annual chance storm events) provided by the proposed project must be reported, when possible. For example, some implementation projects (like regulatory changes) may have defined levels of protection, others (like education campaigns) may not. The following is required in the abridged application for roadway construction-oriented projects: <ul style="list-style-type: none"> • Roadway classification • Traffic count • Detour distances • Accident data • Inundation risk including depths and velocities during 50%, 10%, 4%, 2%, 1% and 0.2% annual chance storm events. The following is required in the abridged application for Flood Early Warning Systems (FEWS) construction-oriented projects: <ul style="list-style-type: none"> • Quantitative information on the population impacted. OR OR N/A for projects that do not fall within the Flood Management Strategy (FMS) Category.

DESCRIPTION OF PROPOSED PROJECT

Please be sure this description includes all major project components and clearly states what the project seeks to accomplish.

Hays County is seeking funds for the creation of a Drainage Master Plan in order to develop a storm water drainage system to help with the mitigation of floodwaters. The proposed plan will cover approximately half of the county footprint spanning the area in southern Hays County that is within the Guadalupe Watershed. The focus of the plan will be on developing new Atlas 14 flood risk data.

Hays County will contract with an experienced firm to cerate the Drainage Master Plan that will identify projects to improve drainage conditions across the county. During the planning process both hydraulic and hydrologic models will be created based on the newest Atlas 14 flood risk data. Public input will be analyzed based on existing and new drainage complaints. Ultimately the plan will seek to shape future drainage improvements and construction projects throughout the county.

INFORMATION FOR GRANT FUNDING - Provide information for the applicable level of grant funding.

Flood Management Evaluation¹ (FME) Category:

Grant Qualifier	Applicant Response
What is the AMHI (weighted average based on population) of the project area? If requesting grant funds that rely on a calculation of the AMHI, then <u>attach the calculation</u> of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas, such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.	\$79,990.00

Flood Mitigation Project² (FMP) and Flood Management Strategy³ (FMS) Categories:

Grant Qualifier	Applicant Response
What is the AMHI (weighted average based on population) of the project area? If requesting grant funds that rely on a calculation of the AMHI, then <u>attach the calculation</u> of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas, such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.	
For consideration as a Rural Applicant: Are you an eligible entity based on the definition below? If so, please identify the applicable category below or provide an explanation under (D): (A) a nonprofit water supply or sewer service corporation created and operating under Chapter 67 of the Texas Water Code or a district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, no part of the service area of which is located in an urban area with a population of more than 50,000; (B) a municipality: (i) with a population of 10,000 or less; or (ii) located wholly in a county in which no urban area has a population of more than 50,000; (C) a county in which no urban area has a population of more than 50,000; or (D) an entity that: (i) is a nonprofit water supply or sewer service corporation created and operating under Chapter 67 of the Texas Water Code, a district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, a municipality, county, or other political subdivision of the state, or an interstate compact commission to which the state is a party; and (ii) demonstrates in a manner satisfactory to the board that the entity is rural or the area to be served by the project is a wholly rural area despite not otherwise qualifying under Paragraph (A), (B), or (C).	
For consideration as a Green or Nature-Based project: What is the percentage of total project costs that are considered green or nature-based? <u>The calculation must be attached.</u>	

¹ 31 TAC § 361.10 Flood Management Evaluation (FME)--A proposed study to identify and assess and quantify flood risk or identify, evaluate, and recommend flood risk reduction solutions.

² 31 TAC § 361.10 Flood Mitigation Project (FMP)--A proposed project, both structural and non-structural, that has a non-zero capital costs or other non-recurring cost and that when implemented will reduce flood risk, mitigate flood hazards to life or property.

³ 31 TAC § 361.10 Flood Management Strategy (FMS)--Flood risk reduction solution ideas and strategies that do not belong in FME or FMP categories. Examples may include regulatory enhancements, development of entity-wide buyout programs, and public outreach and education.

SELECT QUESTIONS FOR PRIORITIZATION CRITERIA

Criteria	Applicant Response
<u>TIEBREAKER: Social Vulnerability Index (SVI)</u>	<p>Average SVI of benefitting area: .6585</p> <p>Geographic basis:</p> <p><input type="checkbox"/> Census Tracts <input checked="" type="checkbox"/> Counties</p> <p><i>Please attach a list of the selected geographies and an explanation of why they were selected.</i></p>

ATTACHMENT CHECKLIST

Complete	N/A	Attachment Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Benefit-Cost Ratio</u> – BCR required information (See “Minimum Standards”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Memorandum of Understanding</u> – MOU required information (See “Minimum Standards” and Attachment No. 1).
<input type="checkbox"/>	<input type="checkbox"/>	<u>Maps</u> – Maps detailing project or study area boundaries, all proposed project components, HUC12, and all boundaries for cities, districts, etc. within the proposed project watershed area (See “Minimum Standards”): <ul style="list-style-type: none"> • FME Category: PDF maps and GIS files must be submitted. • FMP Category: PDF maps and GIS/KMZ files must be submitted. • FMS Category: PDF maps and GIS/KMZ files must be submitted.
<input type="checkbox"/>	<input type="checkbox"/>	<u>National Flood Insurance Program</u> – A pdf copy of (or a link to) ordinances demonstrating the area to be primarily benefitted by the proposed project has floodplain ordinances in place at least equivalent to NFIP minimum standards (See “Minimum Standards”).
<input type="checkbox"/>	<input type="checkbox"/>	<u>National Flood Insurance Program</u> – Certification on enforcing floodplain management standards for all applicable areas (See Attachment No. 1).
<input type="checkbox"/>	<input type="checkbox"/>	<u>Best/Most Recent Data</u> – Documentation indicating the best/most recent data was used in the development of the proposed project (See “Minimum Standards”).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Average Median Household Income</u> – If requesting grant funds that rely on a calculation of the AMHI, then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP (See “Information for Grant Funding”).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Social Vulnerability Index</u> – List and explanation of geographies used to determine average SVI (See “Select Questions for Prioritization Criteria”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Federal Award Matching Funds Projects Only</u> - Documentation of an existing federal award pending availability of local match or submission of application for federal award (See “Project Information”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Construction Projects Only</u> – Description of the anticipated funding source for operations and maintenance costs (See “Minimum Standards”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Flood Management Strategy Category Only</u> – Additional required information for FMS Category (See “Minimum Standards”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>For Green or Nature-Based Projects Only</u> – Documentation showing the calculation of the total project costs that are considered green or nature-based (See “Information for Grant Funding”).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Optional Item</u> – Additional Information for the Flood Information Clearinghouse Committee (FLICC) (See “Additional Information for the Flood Information Clearinghouse Committee”).

SUBMITTAL

I, Ruben Becerra, County Judge, as the designated authorized representative of Hays County hereby approve and authorize the submission of this abridged application to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge, that all minimum standards applicable at this stage of submission for the proposed project have been met, and that all required attachments have been included. I understand the failure to submit a complete abridged application by the stated deadlines may result in the withdrawal of the abridged application without review.

ATTACHMENT 1: CERTIFICATIONS

<p>Certification on MOUs (See Minimum Standard No. 2)</p> <p>If no MOUs will be required, check here: <input checked="" type="checkbox"/></p>	<p>I, _____ (Name), serving as _____ (Title) hereby certify that _____ (Applicant) has provided all eligible political subdivisions, that will be required to submit a Memorandum of Understanding, a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project.</p> <p>_____ Signature Date</p>
--	--

<p>Certification on Enforcing Floodplain Management Standards (See Minimum Standard No. 5)</p> <p>Exception: The <u>only</u> exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: <input type="checkbox"/></p>	<p>I, _____ Ruben Becerra _____ (Name), serving as _____ County Judge _____ (Title) hereby certify that _____ Hays County _____ (Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but those may exceed the NFIP minimum standard.</p> <p>_____ Signature Date</p>
--	--



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

T. CRUMLEY/JONES

Sponsor:

Judge Becerra

Agenda Item:

Authorize the acceptance of a grant award from the Lower Colorado River Authority (LCRA), Community Development Partnership Program in the amount of \$9,885.00 and amend the budget accordingly. BECERRA/T. CRUMLEY/JONES

Summary:

This submission of this grant application was approved by the Commissioners Court on February 6, 2024. Funds will be used for the purchase of a new cargo trailer for the Office of Emergency Services to use with the Community Emergency Response Team (CERT) program and for the purchase of equipment to outfit an existing trailer in order to create a heating and cooling trailer to be used for firefighter rehab during disaster relief. Grant funds are in the amount of \$9,885.00. There is a required match of 20%, resulting in a \$2,472 match.

Fiscal Impact:

Amount Requested: \$2,472

Line Item Number: 01-656-99-215]

Budget Office:

Source of Funds: LCRA Grant Funds & General Fund for county match

Budget Amendment Required Y/N?: Yes

Comments: Recommend County Wide Contingencies to fund required match.

(\$4,583) - Increase Intergovernmental Revenue_Operating 001-656-99-215.4301

(\$5,302) - Increase Intergovernmental Revenue_Capital 001-656-99-215.4304

\$4,583 - Increase Misc. Equipment_Operating 001-656-99-215.5719_400

\$7,774 - Increase Misc. Equipment_Capital 001-656-99-215.5719_700

(\$2,472) - Decrease County Wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: following purchasing policy for the purchase of items needed for the trailer.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$4,583 in Operating Intergovernmental Revenue and \$5,302 in Capital Intergovernmental Revenue

Comments:

Attachments

Hays County Letter Agreement
Budget

COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM LETTER AGREEMENT

This Letter Agreement ("Agreement") is between the Lower Colorado River Authority ("LCRA") and Hays County ("Recipient"). In consideration of the Recipient's commitments made in a grant application dated January 2024 ("Grant Application"), LCRA agrees to grant to Recipient \$9,885.

1. Use of Grant Money. This is a grant of funds solely to purchase a cargo trailer and outfit an existing trailer to provide heating and cooling for first responders during emergencies, further described in the Grant Application attached hereto as Exhibit A and incorporated herein for all purposes ("Project"). Nothing herein contained requires LCRA to select, procure, install, maintain or repair any equipment or improvements purchased or funded with the Grant Money, or to supervise or train the Recipient's personnel with respect to such activities. Recipient is solely responsible for the selection, procurement, installation, construction, repair and maintenance of all equipment and improvements purchased or funded with the Grant Money, as well as for the training and supervision of the Recipient's personnel with respect to such activities. Recipient agrees to use the Grant Money solely for Project purposes, and Recipient shall not use equipment or improvements purchased or funded with the Grant Money for any purpose other than that stated in the Grant Application, except as provided for herein.
2. Project Completion Date. Recipient agrees to complete the Project within twelve (12) months of the date the Grant Money is received. If the Project is not completed within twelve months, Recipient shall return all Grant Money to LCRA immediately upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a photograph of the completed project, a photograph of the required signage (see Article 8), and a completed final report form provided to Recipient by LCRA within thirty (30) days of project completion.
3. Interest on Grant Money. Any interest earned by Recipient on the Grant Money prior to its expenditure shall be considered grant funds and applied exclusively to the Project, or included with any Grant Money returned or refunded to LCRA under the terms of this Agreement, as applicable.
4. Breach and Remedy. If Recipient breaches this Agreement, LCRA shall notify Recipient in writing. Recipient shall have thirty (30) days in which to cure any identified breach. If any breach is not cured within thirty (30) days, Recipient shall refund to LCRA all Grant Money received for the applicable Project within seven (7) days.
5. Public Use. The equipment and improvements purchased or funded with Grant Money must remain open and accessible to the general public, or be used for a public purpose for the useful life of the equipment or improvement, or for at least ten (10) years, whichever is longer.
6. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data to document proper use of the Grant Money. Recipient shall maintain such records for at least three (3) years after completion of the Project, and shall make the records available to LCRA for inspection upon reasonable notice during normal business hours.
7. Compliance with Laws. Recipient shall comply with all applicable federal, state and local laws, ordinances, and regulations in connection with the Project. Recipient shall also be responsible for obtaining all necessary permits, licenses, and any other such approvals required for the Project.
8. Acknowledgment. Recipient shall install clear and conspicuous public and permanent identification at the Project site acknowledging that LCRA and the City of San Marcos are sponsors of the Project.
9. Right to Inspect. LCRA shall have the right to enter upon and photograph the Project site at any reasonable time for the purpose of inspecting the Project, determining Project progress, and evaluating the Project for compliance with this Agreement.

10. Indemnification. TO THE FULL EXTENT PERMISSIBLE BY LAW, RECIPIENT AGREES TO INDEMNIFY AND HOLD LCRA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, WHOLESALE CUSTOMERS, AND AGENTS HARMLESS FROM DAMAGES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES RESULTING FROM 1) DAMAGE TO PROPERTY OF ANY PERSON, FIRM, CORPORATION OR GOVERNMENTAL AGENCY, INCLUDING PROPERTY OF LCRA, AND/OR 2) DEATH OF, OR INJURY TO, ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF LCRA, ARISING OUT OF, AND TO THE EXTENT CAUSED BY, A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS AND EMPLOYEES.

IN THE EVENT THAT LCRA IS FOUND TO BE CONCURRENTLY NEGLIGENT, RECIPIENT SHALL NOT INDEMNIFY FOR THE PROPORTIONATE NEGLIGENCE ATTRIBUTABLE TO LCRA BUT SHALL INDEMNIFY FOR THE PORTION OF NEGLIGENCE ATTRIBUTABLE TO RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS, AND EMPLOYEES.

11. Insurance. Recipient shall obtain and maintain a policy of insurance for the equipment or improvements purchased or funded with the Grant Money which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy must be utilized to acquire equivalent or better equipment, to repair or replace the equipment or improvement, or be paid to LCRA as a refund of the Grant Money. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement.

12. Disposition of Equipment and Improvements. When equipment or improvements purchased or funded with the Grant Money are no longer needed for the original Project purposes and the equipment/improvements have not yet met the Public Use timeframe outlined in Article 5, Recipient shall contact LCRA to determine another eligible use or purpose. LCRA will document the new use or purpose or, if the equipment/improvements have met the Public Use requirements, LCRA shall provide disposition instructions to the Recipient.

13. Additional Provisions

A. Survival. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party which survive termination or expiration of this Agreement.

B. Integration. This Agreement contains the entire and integrated Agreement between the Recipient and LCRA and supersedes all prior negotiations, correspondence, understandings, and representations.

C. Interpretation and Reliance. While this Agreement form was initiated by LCRA, Recipient had the opportunity to take exception to and seek clarification of it. Thus, this Agreement is the product of negotiations between the Parties. No presumption will apply in favor of any Party in the interpretation of this Agreement or in resolution of any ambiguity of any provision.

D. Laws. This Agreement shall be governed, interpreted, and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall be in a court of competent jurisdiction in Travis County, Texas.

E. Notice. All notices required under this Agreement must be made in writing and sent by registered or certified United States mail, return receipt requested or by nationally recognized courier service to the address below. Parties may change their address or other contact information by notifying the other Party pursuant to this Article. Nothing contained in this Article shall be construed to apply to routine communications between the Parties for execution of the Project or completion of the grant process.

Recipient:

Contact information contained in attached Grant Application.

LCRA:

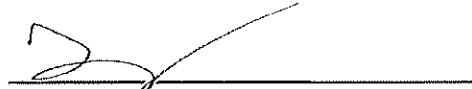
Lower Colorado River Authority
Attn: Sheila Slagel, CDPP Grants
3700 Lake Austin Blvd.
Austin, TX 78703
Email: grants@lcra.org

With a copy to:

Lower Colorado River Authority
Attn: Office of the General Counsel
3700 Lake Austin Blvd.
Austin, TX 78703
Email: legalreview@lcra.org

The duly authorized representatives of the Parties have read all of this Agreement and associated documents, and execute this Agreement by their signatures below:

Lower Colorado River Authority



Thomas E. Oney
Chief People Officer and Executive Vice President, External Affairs
Lower Colorado River Authority



Recipient:

By: _____

SIGNATURE


Printed Name: _____

Title: _____

Signature Date ("Effective Date"): _____

EXHIBIT A

Lower Colorado River Authority

Powered by Submittable 

Title

Hays County

02/01/2024

by **Simone Corprew** in **Community Development Partnership Program**

id. 45395458

grants@co.hays.tx.us

Original Submission

02/01/2024

Score

You can invite additional people to complete this form as a collaborator. We encourage you to invite the CDDP grants team as collaborators to enable them to review your draft application in order to answer any questions and/or provide feedback. Follow this link for additional information

Click on Manage Collaborators. A Dialog box will appear, asking you to enter the email addresses of your collaborators. Enter those addresses, then click Invite. The grants team email addresses are sheila.slagel@lcra.org and liz.mundine@lcra.org. Invited collaborators will receive an email, letting them know you've invited them to collaborate on a draft submission using Submittable. In order to communicate with collaborators through the Submittable platform, all invitees must accept the invite BEFORE the owner of the submission (that's you!) hits Submit. After you've sent invitations to collaborate, you can click on the Invite Collaborators link again anytime to see the status of your invitations. In the row for each invitee who has not yet accepted their invitation, you will see a Pending indication. There will also be a trash can next to each person's name so that the Submission Owner can remove anyone that they no longer want to collaborate on the submission.

ORGANIZATION INFORMATION

Name of organization Hays County

Tax identification number 74-6002241
400
false
false

Mailing address 712 S. Stagecoach Trail
San Marcos
TX
78666
US

Organization mission statement

Does your organization have a Facebook page?

Yes

Enter the organization's Facebook page.

<https://www.facebook.com/hayscountytexas>

Does your organization have a website?

Yes

Enter the organization's website address.

<https://hayscountytx.com/>

Tax status

City, county or economic development

Is the organization a volunteer fire department?

No

Provide a list of key staff and members of the organization's governing body, such as a board of directors.

Upload the list to the application.

Key staff and members of the organization's governing body:

[Commissioners_Court_2024.pdf](#)

Please disclose any relationship, whether business, personal or financial, with any member of the Community Development Partnership Program Review Committee. The existence of a relationship neither enhances or disqualifies an application from being approved and funded. Click the link below to see a list of CDPP Review Committee members.

None

CONTACT INFORMATION

Application contact	Simone Corprew
Prefix	Mrs.
Title	Grant Coordinator
Email	simone.corprew@co.hays.tx.us
Phone number	+15127491161
Alternate phone number	+19037464922

Organization primary contact	Ruben Becerra
Prefix	The Honorable
Title	County Judge
Email	judge.becerra@co.hays.tx.us
Phone number	+15123932205
Alternate phone number	

PROJECT INFORMATION The narrative portions of the application are crucial for the review committee to understand the need for the project and the benefit to and impact on the community. Please be as descriptive as possible and cite examples of economic, cost or beautification benefits, or why the lack of funding for the project could be detrimental to the community. The review committee typically receives more than 100 applications each cycle. It is important applications are thoughtful, clear and easy to follow.

Project's physical address/location	810 S. Stagecoach Trail San Marcos TX 78666 US
--	--

County where project will be located	Hays
---	------

Which program area best describes the project?	Public Safety
--	---------------

Provide a brief description of the project	Hays County seeks to purchase equipment for disaster response. This includes a new cargo trailer and outfitting of an existing trailer.
--	---

How does this project benefit the community?	<p>Hays County is seeking funds for the purchase of a new trailer as well as to perform upgrades to an existing trailer that will be deployed during disasters. Both trailers would be moved to recovery sites for natural disasters such as floods and wildfires. Equipment will be purchased to outfit the existing trailer to be used as a heating and cooling trailer for firefighter rehab. The new trailer will be for the Buda CERT team which currently has to share a trailer with the Kyle CERT Team. This will allow CERT to respond more quickly to disasters in the Buda area.</p> <p>Both trailers will be deployed directly to disaster sites to help with response and recovery. Residents will benefit from this project because it will lead to increased efficiency to disaster response as well as providing care for first responders. The equipment may be used at sites where residential areas are being evacuated or at sites where crews are working to contain an event such as a wildfire or flood damage.</p>
How would this grant contribute to the health and development of your community and improve its attractiveness to public and private enterprises?	<p>Hays County Office of Emergency Services (OES) and CERT seeks to support first responders and local jurisdictions in the event of disasters. The purchase of this new equipment would allow OES to be a major resource for responders who are working in hot or dangerous conditions during wildfires and floods. Hays County has a strong working relationship with local ESDs and this equipment would be another resource in supporting their efforts to help the community.</p>
How would this grant improve the quality and quantity of services essential for the development of your community?	<p>The CERT Team is often deployed to disaster sites to be a resource for residents. This may include directing traffic at or around disaster sites, handing out supplies to individuals who have had to evacuate, or working at holding sites for residents who have been evacuated. The purchase of the new trailer would streamline operations and allow them to serve residents in need in a more efficient way, particularly in the northeastern portion of Hays County.</p> <p>The purchase of the new trailer will allow for first responders to be able to seek respite from intense conditions while actively serving the community. By providing an area where they can cool off from intense heat or seek warmth when working in cold, icy conditions, first responders will be better assisted while responding to disasters.</p>
Why is this project needed?	<p>Hays County OES seeks to provide assistance and services to residents, especially in times of disaster. One of the most effective ways this can be done is by supporting first responders. The purchase of this equipment would allow Hays County to offer much needed relief to first responders assisting with disaster response as well as equip the CERT Team to better assist with response.</p>
Is this project for a new building or facility improvements?	No

Who is the property owner of the project location?

Hays County

What is the population of the community, city, county or region impacted by this project?

241066.0

Identify each community, city, county or region impacted by this project.

Hays County

How often will the project be open or accessible to the public?

Equipment will be deployed to all disaster recovery sites that Emergency Services or CERT responds to.

Select your electric service provider

City of San Marcos

PROJECT COST INFORMATION Totals and percentages in the project cost information section must match the information provided in the grant request information section of the application. Total Project Cost = Hard Costs of Project + In-Kind Contributions

Template

Project cost summary template Please use the template provided by LCRA to calculate the project cost. It only requires six fields (in green) to be completed and auto calculates the totals and percentages for the project to verify eligibility requirements. The information provided in step four of the project cost summary should be utilized to complete the grant request information section of the application.

Project cost summary examples

\$5,000 grant request with no match \$5,000 grant request with less than 20% match \$5,000 grant request with 20% match \$25,000 grant request with 20% match \$50,000 grant request with 20% match \$50,000 grant request with more than 20% match

Project cost summary

Budget_Summary_Complete.xlsx

Do you have vendor quotes or estimates for the project?

Yes

Upload quotes or estimates.

cooling_tailer_quotes.pdf

New_trailer.pdf

GRANT REQUEST INFORMATION The information provided in the grant request information section must match the totals and percentages in the project cost information section of the application. Reference step four (funding overview of project) of the project cost summary to complete this section of the application.

Total project cost 12357.0

Matching contribution Cash match

How much cash will the organization provide as a matching contribution? 2472.0

What percentage of the total project cost is the organization's matching contribution? 20.0

CDPP grant request 9885.0

Will the requested CDPP grant funds enable the completion of the project? Yes

Does the requesting organization have a reserve/operating fund? Yes

Is the reserve/operating fund being used for this project? Yes

Please explain how the reserve/operating fund is being used. Operating budget will be used for the matching funds.

ADDITIONAL DETAILS

Does the project have a water conservation component such as a rainwater catchment system, low-flow toilets or xeriscaping strategies? No

Does the project have an energy-efficient component such as solar energy, energy-efficient lighting, windows or insulation? No

Is there anything else you want the Review Committee to know about this grant proposal?

REQUIRED DOCUMENTATION

IRS determination letter

Financial or bank statements

Hays_County_FY22_Basic_Financial_Statements.pdf

ADDITIONAL INFORMATION

Photographs

Additional documentation



Community Development Partnership Program Project Cost Summary

The project cost worksheet contains four steps to develop and identify the total project cost and funding distribution of the project:

Step 1: Calculate total project cost.

Step 2: Allocate hard costs between cash match contribution or CDDP grant request.

Step 3: Explain in-kind contribution.

Step 4: Review funding overview for the project.

There are built-in eligibility verifications to help make sure your request adds up and meets grant requirements.

Red boxes mean there are warnings/revisions necessary.

For examples of completed project cost summaries visit www.lcra.org/cdpp.

Complete green fields ONLY.

Step 1: Calculate total project cost.			
Total Project Cost = Hard Costs of Project + In-kind Contributions			
Enter a description for each line item of your project, the dollar amount of the hard costs and value of in-kind contributions, if any, for that item. Summarizing phases or similar activities/costs into one line item is preferred. When calculating in-kind values, utilize current prevailing rates.			
For more information concerning eligible project costs and in-kind contributions visit www.lcra.org/cdpp .			
Line Item Description	Hard Costs	In-kind Contribution Value	Total Project Cost
1 6x12 Tandem 7 ft enclosed cargo trailer	\$6,399	\$0	\$6,399
1 DuroMax 500cc Electric Start 10500-Watt Portable Generator	1,699	0	1,699
1 Celiera Dual Zone Triple Zone Ductless Mini Split Air Conditioner and Heater	2,884	0	2,884
15 Residential Sheathing Faced Polystyrene Board Insulation (\$25 each)	375	0	375
Insulation for cargo trailer	1,000	0	1,000
			0
			0
			0



Total	\$12,357	\$0	\$12,357
--------------	-----------------	------------	-----------------

Enter the amount of money being contributed by the organization and the amount of money being requested as CDPP grant funding for each item.

4 The minimum funding request is \$1,000.
The maximum funding request is \$50,000.

5 Based on the information entered in step 2,
the grant request amount is over/(under) the CDDP
0 grant request limits by:

Based on the information entered in step 1, the remaining amount of project costs to allocate in step 2 between cash contributed and CDPP grant request is:

\$	-
----	---



Community Development Partnership Program Project Cost Summary

Total Matching Contribution	\$2,472	20%
-----------------------------	---------	-----

Eligibility Verification - Matching Requirement		
Based on the information entered in step 1, the minimum match requirement for this project is:		
	\$ 2,471	20%
Total project costs of \$5,000 or less do not require a match.		
Total project costs exceeding \$5,000 require a match to avoid a point deduction during application review due to inability to complete the project.		

Step 3: Explain in-kind contribution.		
Please enter a description for each line item of in kind included in the project. Please be specific about type, quantities and calculations of value. Use current prevailing rates when calculating values.		
Line Item Description	In-kind Contribution Value	Description
1 6x12 Tandem 7 ft enclosed cargo trailer	\$0	
1 DuroMax 500cc Electric Start 10500-Watt Portable Generator	0	
1 Celiera Dual Zone Triple Zone Ductless Mini Split Air Conditioner and Heater	0	
15 Residential Sheathing Faced Polystyrene Board Insulation (\$25 each)	0	
Insulation for cargo trailer	0	
	0	
	0	



Community Development Partnership Program Project Cost Summary

	0	
	0	
	0	

Total In-Kind Contribution \$0

Step 4: Funding Overview of Project			
MUST match the grant request information section of the application.			
This section provides an overview of the total project cost and funding breakdown of the project.			
Hard Costs of Project	\$12,357		
In-kind Contribution Value	0		
Total Project Cost	<u><u>\$12,357</u></u>		
\$Cash\$ Contributed by Organization	\$2,472		
In-kind Contribution Value	0		
Total Matching Contribution	<u><u>\$2,472</u></u>	20%	
Total Matching Contribution	\$2,472	20%	
CDPP Grant Request	<u><u>9,885</u></u>	80%	
Total Project Cost	<u><u>\$12,357</u></u>		



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 22-25, 2024 in Miami, Florida. **INGALSBE/CUTLER**

Summary:

Approve out-of-state travel for Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 22-25, 2024, in Miami, Florida. The National Homeland Security Conference brings together professionals in Homeland Security, Law Enforcement, Fire, and Emergency Management. They include officials in federal agencies, nonprofit agencies, business owners, universities, and decision-makers to learn about emerging trends in homeland security and see the new equipment and technology available to support their mission.

Funding for registration and travel expenses, including hotel, airfare, and per diem fees, will initially be paid out of the Sheriff's Office Continuing Education Fund. The Austin Regional Intelligence Center (ARIC) will reimburse all training and travel fees.

Fiscal Impact:

Amount Requested: \$3,000

Line Item Number: TBD

Budget Office:

Source of Funds: ARIC Grant Funds

Budget Amendment Required Y/N?: TBD

Comments: Budget will be amended when official grant notice is received and actual travel costs are determined.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: purchasing policy must be followed for registration fees, airfare, lodging and meals.

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Crime Analyst Brandy Schiber to attend the International Association of Law Enforcement Intelligence Analysts Conference on April 22-26, 2024, in New Orleans, Louisiana. **INGALSBE/CUTLER**

Summary:

By attending this conference, Ms. Schiber can network nationally and internationally and expand her knowledge and skillset as a Criminal Intelligence Analyst with cutting-edge practices and applications. Workshops at this conference will provide training related to criminal intelligence, organized crime and gangs, open-source/dark web intelligence, file retention, and other legal issues. Funding for registration and travel expenses, including hotel, airfare, and per diem, will be paid for out of the Sheriff's Office Continuing Education fund.

Fiscal Impact:

Amount Requested: \$3,000

Line Item Number: 001-618-00.5551

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: TBD with conference registration, hotel and travel

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: 04/09/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize an amendment using existing funds of \$12,643.00 for air conditioning repairs for the Sheriff's Office Training Academy. **SHELL/CUTLER**

Summary:

A classroom at the Training Academy requires a replacement evaporator coil. SI Mechanical currently holds the county's HVAC Maintenance & Repair Contract and provided a quote as outlined per RFP 2022-P08. The total cost for the replacement coil and repair is \$12,642.29. Funding is identified in the Sheriff's Office Operating budget, and an amendment is needed to capitalize the work.

Fiscal Impact:

Amount Requested: \$12,643

Line Item Number: 001-618-00.5719_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$12,643 - Increase Misc. Equipment_Capital 001-618-00.5719_700

(\$2,000) Decrease Building Supplies 001-618-00.5207

(\$3,500) Decrease Employment Training 001-618-00.5336

\$1,000) Decrease Equipment Maint & Repair 001-618-00.5411

(\$6,143) Decrease Building Maint & Repair 001-618-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal (RFP) 2022-P08 HVAC - Maintenance & Repair Services, Jail

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical, LLC Quote



Estimate

March 18, 2024

To: Hays CO Sheriff/Training Room
Attn: Charles D.
Re: CU-G1 Evaporator Coil Replacement

TACLA00045892C
M-40867
BuyBoard# 638-21

We propose to install the follow **HVAC** work as outlined below per RFP 2022-P08 HVAC - Maintenance & Repair Services Contract.

Labor	Hours	Rate	Materials & Tools	Rentals / Subcontractors	Incurd Cost	
Tech(s).....	32	\$105.00	Materials.....	\$5,505.83	Sub/Rental(s).....	\$0.00
Hepler(s).....	32	\$75.00	Markup @ 25%..	\$1,376.46	Markup @ 15%....	\$0.00
Total.....		\$5,760.00	Total.....	\$6,882.29	Total.....	\$0.00

HVAC Work: \$12,642.29
Tax 8.25% \$0.00
Total Price \$12,642.29

Scope of Work:

1. Furnish and install: (1) OEM Trane Evap Coil, (2) Filter Dryer, (~11lbs) 410A Refrigerant, (1) Recovery Bottle, & Misc. Supplies.
2. Lock-out, Tag-out & Deenergize energy source.
3. Recover refrigerant, disconnect AHU, and remove & lower unit for accessibility of repair.
4. Remove existing circuit #2 evap coil and install new OEM coil.
5. Re-install unit with original supports and reconnect AHU to existing lines.
5. Pressure test and leak search system (both circuits).
6. Evacuate to 500 microns and re-charge unit (circuit #1 to reuse original refrigerant & circuit #2 to use new).
7. Startup unit and verify all operations.
8. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required. Project will be invoiced as Time & Materials.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No other repairs are in this proposal other then listed above.

10. Ceiling grid will need to be removed prior to repair.

Note: No refrigerant included. If exisitng refrigerant is not reusable, new will be installed for an additional cost of (R-22 = \$95 per lbs / 410A = \$45 per lbs).

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

Josh Abbott
Service Department Manager
Office# 512-593-6001 ext. 103
Cell# 512-423-2970
Email# Josh@siemechanical.com

Signed: _____

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

13. SI Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize a waiver to the purchasing policy for the Sheriff's Office to purchase a \$1,300.00 Annual Service Agreement with Valorence, LLC. **SHELL/CUTLER**

Summary:

In the FY 2022 budget, the Sheriff's Office purchased law enforcement equipment valued at \$23,000.00. The S.O. is requesting a service agreement for this equipment, which requires a waiver of the purchasing policy. The pole camera system was purchased from the Valorence, LLC GSA Contract 47QSSWA20D0016. Valorence, LLC. is in the process of updating the service warranty to be included under the GSA contract, but this will not be available for up to six months. The current service agreement expires this month and needs to be renewed to maintain service and maintenance on the law enforcement equipment. Funds are identified in the Sheriff's Office Software & Maintenance general ledger.

Fiscal Impact:

Amount Requested: \$1,300

Line Item Number: 001-618-00.5411

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: Authorize a waiver to the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Stephanie Hunt

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to Buyboard Contract 708-23 Auctioneer Services for the Hays County Fiscal Year 2024 Auction. **BECERRA/HUNT**

Summary:

The Hays County Purchasing Office is preparing the fiscal year 2024 countywide auction, and requests the Commissioners Court to execute an agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to their Buyboard Contract 708-23 to host the online auction.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Buyboard Contract 708-23

Auditor's Office:

G/L Account Validated Y/N?: TBD after auction

New Revenue Y/N?: TBD after auction

Comments: Rene Bates will charge the buyer and retain a 10% buyer's premium in lieu of a commission on all fleet vehicles, heavy equipment, and miscellaneous items.

Attachments

FY 24 Rene Bates Agreement



René Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for Hays County, Texas on an as needed basis under the following terms and conditions:

René Bates Auctioneers, Inc.'s Responsibilities:

1. Conduct online auctions for Hays County, Texas at their request.
2. Set starting prices for each online auction item or coordinate with your designee to set starting prices for each online auction item, if so desired.
3. Post all online auction information on www.renebates.com.
4. Conduct and monitor auction items for approximately two weeks prior to the closing date of each online auction conducted.
5. Advertise your online auction, as necessary, through our normal channels such as, but not limited to, newspapers, trade journals, and print brochures at our sole discretion. RBAI shall not be responsible for advertising required of governmental entities under state law.
6. Generate and send a minimum of two email blast notices to our entire email database when your auction has been posted.
7. Invoice all successful bidders once your auction has closed.
8. Collect all auction proceeds including any applicable sales tax from the successful bidder(s).
9. Generate paid receipts to the buyer with a copy to your approved distribution list.
10. Balance all auction payments received with actual sales results.
11. Remit all monies, less commission and sales tax, to your designee.
12. Remit all sales tax collected to the State of Texas Comptroller under our Texas Sales and Use Tax Permit #17517183822 on a monthly basis.
13. Maintain all documentation for exemptions, resale certificates, and export certifications for sales tax for the State of Texas.
14. Maintain records of all your auctions for three years.

Hays County, Texas' Responsibilities:

1. Provide a list of all items to be sold and gather information on all auction items and take digital photographs of each auction and send to RBAI.
2. Have auction contact person (Fleet Manager or designee) complete Vehicle Information Sheets on all vehicles and heavy equipment and forward to RBAI.
3. Conduct onsite viewing of all auction items before the closing of each online auction in order for bidders to physically inspect auction items.
4. Contact local news media for a Public Service Announcement informing the local public of the upcoming online auction and handle all legal advertising as required by Hays County, Texas. Provide a link on your website to www.renebates.com to direct potential buyers to your auction.
5. Transfer all titles to successful buyers after Hays County, Texas has received an electronic paid receipt from RBAI.
6. Oversee removal and checkout of all paid auction items.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions for Hays County, Texas and will charge and retain a 10% Buyer's Premium in lieu of a commission on all fleet vehicles, heavy equipment, and miscellaneous items. These auctions will be conducted on an as needed basis for Hays County, Texas. This contract is being issued under the BuyBoard Contract for Auctioneer Services No. 708-23.



Michelle Bates, Vice President
René Bates Auctioneers, Inc.

Date: 3/26/24

Hays County, Texas
Authorized Signer*

Date:

*Any items submitted for public auction via this contract have been declared surplus through the appropriate channels of the selling entity.

Texas Auctioneer License No.'s 15025 & 12100. All auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation and are covered by a Recovery Fund administered by the Department. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-2906, www.tdlr.texas.gov.



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Tammy Crumley, Director of Countywide Services

Sponsor:

Commissioner Shell

Agenda Item

Authorize the County Judge to execute amendment one to the Interlocal Master Agreement (ILMA) #2020-0107 with Texas State University, extending the termination date until August 31, 2028. **SHELL/T.CRUMLEY**

Summary

The Interlocal Master Agreement (ILMA) #2020-0107 with Texas state University was approved by Hays County Commissioners Court on August 18, 2020, with an effective date of August 31, 2020. The ILMA between Hays County and Texas State University establishes a long-term partnership between the two entities for the purposes of implementing diverse projects, research, and analyzes to conserve, mitigate, restore, and protect natural resources within Hays County. These resources include both groundwater and surface water, historical and cultural landscapes, wildlife, and ecosystems. Countywide Operations is requesting to extend the current contract termination date from August 31, 2024, through August 31, 2028, to allow all proposed and approved projects to be completed.

Attachments

Amendment 1 to ILMA 2020-0107
Executed ILMA

First Amendment to the Interlocal Master Agreement (#2020-0107 Interlocal Master Agreement)

1. This First Amendment to the Interlocal Master Agreement (the "First Amendment"), attached as *Exhibit "A"* and executed August 31, 2020, is made this 9th day of April 2024, by and between **Hays County, Texas ("Client")** and **Texas State University ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Item 6 - Term and Termination Date:

- a. Remove the following end date:
 - August 31, 2024
- b. Add the following end date:
 - August 31, 2028

3. Item 5 - Contract Manager:

- a. Remove: The Office of Research and Sponsored Programs
- b. Add: The Office of Sponsored Programs

4. Item 8 - Notices and Task Order information:

- a. Remove all Notice to party information and add the following updated information:
 - For Hays County:
Countywide Operations, Tammy Cumley
101 Thermon Drive
San Marcos, TX 78666
Tammy.crumley@co.hays.tx.us

Alexandra Thompson, Natural Resource Coordinator
101 Thermon Drive
San Marcos, TX 78666
Alexandra.thompson@co.hays.tx.us

Hays County District Attorney – Civil Division
Tucker Furlow
111 East San Antonio St., Ste. 202
San Marcos, TX 78666
Tucker.furlow@co.hays.tx.us

Hays County Purchasing Department
Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
purchasing@co.hays.tx.us

- For Texas State:
Texas State University, Office of Sponsored Programs
Joanne Palmer
601 University Drive, JCK 420
San Marcos, TX 78666
Jp57@txstate.edu
grants@txstate.edu

Texas State University, Meadows Center for Water and the Environment
Robert Mace, Ph.D., Director (Texas State Principal Investigator)
REM142@txstate.edu

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra

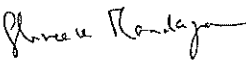
Title: Hays County Judge

Dated: _____

ATTEST: _____

Elaine Cardenas
Hays County Clerk

TEXAS STATE UNIVERSITY

By: 

Printed Name: Dr. Shreekanth Mandayam

Title: Vice President of Research

Dated: Apr 4, 2024

Exhibit A
#2020-0107 Interlocal Master Agreement
Hays County and Texas State University

**INTERLOCAL MASTER AGREEMENT
BETWEEN
THE HAYS COUNTY, TEXAS
AND
TEXAS STATE UNIVERSITY**

This agreement is made between the Hays County (County) and the Texas State University (Texas State).

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, providing for the cooperation between local governmental bodies, the parties agree as follows:

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this agreement, the parties agree as follows:

WHEREAS, the County desires to engage Texas State to provide services as described in unique Scopes of Work under individual Task Orders.

WHEREAS, Texas State has the requisite knowledge, skill, authority and experience to perform the Services in accordance to the needs of the County and described in the unique Scopes of Work under individual Task Orders.

1. **Services.** This Agreement is a Master Interlocal Agreement and is intended to provide the contractual terms and conditions applicable to all services rendered by Texas State to the County. The Services performed by Texas State pursuant to this Agreement shall be documented in advance and described in the one or more Task Orders. Acceptance and implementation shall follow a mutually agreed upon Task Order describing activities and budget of the task. Task Order #n is included as Attachment 1 of this Master Agreement as a template to be used for future Task Orders.
2. **Task Orders (TO).** Each TO shall include, to the extent appropriate, (i) a description of the Services to be provided by Texas State; (ii) any work product and specific deliverables to be developed or supplied by Texas State during the course of the Services ("Deliverables"); (iii) the individuals designated by each, County and Texas State, who shall have management responsibility in connection with the TO; (iv) the fees payable to Texas State for the Services to be performed; and (v) such additional provisions applicable to the TO which are not otherwise set forth in this Agreement.

Facilities and Administrative costs (Indirect Costs) will be applied to each task order budget at a rate of 15% applied to a Modified Total Direct Cost (MTDC) base. MTDC includes direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of period of performance for the subaward). MTDC does not include equipment costs (unit cost of \$5,000 or more),

capital expenditures, charges for patient care and tuition remission, rental costs of off-site facilities, scholarships, and fellowships.”

3. **Change Orders.** County may request additions, deletions, or revisions in the Services provided pursuant to a TO provided that such modifications (“Change Orders”) are documented in writing by County and acknowledged and approved of in writing by Texas State. If Texas State determines that a Change Order is necessary to provide the Services set forth in a TO, Texas State shall notify County in writing of such Change Order and price revision(s), if applicable, in advance of carrying out the modifications.
4. **Fees and Payment Terms.** The fees payable for the Services shall be as set forth in the applicable statement of work and accepted through a mutually signed Task Order. Reimbursement for each task shall be on a Fixed Price basis. Payment for Task Orders shall be payable within thirty (30) days following the date of Texas State’s invoice.
5. **Contract Manager:** The Office of Research and Sponsored Programs, will serve as Texas State University’s Contract Manager in all matters relating to this agreement.

Principle Investigator (PI): Robert Mace, will serve as Texas State’s primary contact for the details regarding programmatic questions as well as individual Task Orders. With the oversight of Dr. Mace, other personnel may be assigned as Principal Investigator for individual Task Orders. These PI’s will be identified in the Scope of Work of each Task Order.

6. **Term and Termination:** This agreement becomes effective as soon as both parties have signed this InterLocal Agreement and remains effective through August 31, 2024. This Agreement and all Task Order’s hereunder shall be terminable by either party for any reason following thirty (30) days written notice to the other party.
7. **Entire Agreement:** This agreement constitutes the entire agreement between the parties. This agreement may not be modified except as agreed by the parties in writing, nor may this agreement be assigned.
8. **Notices:** Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, by common carrier, or electronically. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Electronic notice is deemed effective upon confirmed receipt of the receiving party. Notice to a party shall be addressed as follows:

For the County:

Alexandra Thompson (or successor)
721 S. Stagecoach, Suite 1045
San Marcos, TX 78666
alexandra.thompson@co.hays.tx.us
(512)393-2156

For Texas State University:

Office of Research & Sponsored Programs
Post-Award Support Services
Texas State University
601 University Dr. JCK420

San Marcos, Texas 78666
Email: grants@txstate.edu
Phone: 512-245-2102

With Copy To:

Texas State Principal Investigator:

Robert Mace, Ph.D.

Director, Meadows Center for Water and the Environment


Texas State University

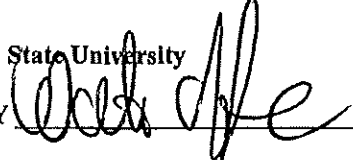
REM142@txstate.edu

512-245-6021

9. **Liability:** To the extent allowed by law each Party agrees to be solely responsible for the wrongful acts of its own employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.
10. **Governing Law and Venue:** This Agreement represents the entire agreement between the parties as to its subject matter and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for a dispute arising from this agreement shall be in Hays County, Texas. Nothing herein shall constitute a waiver of either Party's sovereign immunity or the constitutionally, statutory or common law rights, privileges, immunities or defenses of the parties.
11. **Nondiscrimination:** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
12. **Breach:** County's failure to fully comply with the payment terms set forth herein constitutes a material breach by County and Texas State may terminate this agreement by giving County at least ten days' prior notice, except that any such notice will not result in termination if the breaching party cures the breach before the ten-day period elapses. In the event of breach by County, Texas State shall retain sole and exclusive ownership of all work performed by Texas State pursuant to this agreement.

This agreement is executed by:

Hays County
BY 
NAME Ruben Becerra
TITLE Hays County Judge
DATE 8-18-2020

Texas State University
BY 
NAME Walter E. Horton, Jr., Ph.D.
TITLE Chief Research Officer
DATE 8/31/20

Task Order #n
NAME

Project Background:

Project Description:

The Meadows Center for Water and the Environment within Texas State University will ...

Hays County Responsibility: (can be bullet points)

Texas State Responsibility: (can be bullet points)

Deliverables: (can be bullet points)

Project Schedule:

Project will start xxxxxx and be complete no later than xxxxxxx

Project Budget: (If Cost Reimbursable basis, a budget detail needs to be provided; if Fixed Price, list the amount for this project)

Hays County Contact:

xxxxx

Texas State Contact:

Robert Mace, Ph.D.
Director, Meadows Center for Water and the Environment
Texas State University
REM142@txstate.edu
512-245-6021

Task Order #1, xxxxx, is executed by:

Hays County

BY _____

NAME _____

TITLE _____

DATE _____

Texas State University

BY 

NAME Walter E. Horton, Jr., Ph.D.

TITLE Chief Research Officer

DATE 8/31/20

**INTERLOCAL MASTER AGREEMENT
BETWEEN
THE HAYS COUNTY, TEXAS
AND
TEXAS STATE UNIVERSITY**

This agreement is made between the Hays County (County) and the Texas State University (Texas State).

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, providing for the cooperation between local governmental bodies, the parties agree as follows:

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this agreement, the parties agree as follows:

WHEREAS, the County desires to engage Texas State to provide services as described in unique Scopes of Work under individual Task Orders.

WHEREAS, Texas State has the requisite knowledge, skill, authority and experience to perform the Services in accordance to the needs of the County and described in the unique Scopes of Work under individual Task Orders.

1. **Services.** This Agreement is a Master Interlocal Agreement and is intended to provide the contractual terms and conditions applicable to all services rendered by Texas State to the County. The Services performed by Texas State pursuant to this Agreement shall be documented in advance and described in the one or more Task Orders. Acceptance and implementation shall follow a mutually agreed upon Task Order describing activities and budget of the task. Task Order #n is included as Attachment 1 of this Master Agreement as a template to be used for future Task Orders.
2. **Task Orders (TO).** Each TO shall include, to the extent appropriate, (i) a description of the Services to be provided by Texas State; (ii) any work product and specific deliverables to be developed or supplied by Texas State during the course of the Services ("Deliverables"); (iii) the individuals designated by each, County and Texas State, who shall have management responsibility in connection with the TO; (iv) the fees payable to Texas State for the Services to be performed; and (v) such additional provisions applicable to the TO which are not otherwise set forth in this Agreement.

Facilities and Administrative costs (Indirect Costs) will be applied to each task order budget at a rate of 15% applied to a Modified Total Direct Cost (MTDC) base. MTDC includes direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of period of performance for the subaward). MTDC does not include equipment costs (unit cost of \$5,000 or more),

capital expenditures, charges for patient care and tuition remission, rental costs of off-site facilities, scholarships, and fellowships.”

3. **Change Orders.** County may request additions, deletions, or revisions in the Services provided pursuant to a TO provided that such modifications (“Change Orders”) are documented in writing by County and acknowledged and approved of in writing by Texas State. If Texas State determines that a Change Order is necessary to provide the Services set forth in a TO, Texas State shall notify County in writing of such Change Order and price revision(s), if applicable, in advance of carrying out the modifications.
4. **Fees and Payment Terms.** The fees payable for the Services shall be as set forth in the applicable statement of work and accepted through a mutually signed Task Order. Reimbursement for each task shall be on a Fixed Price basis. Payment for Task Orders shall be payable within thirty (30) days following the date of Texas State’s invoice.
5. **Contract Manager:** The Office of Research and Sponsored Programs, will serve as Texas State University’s Contract Manager in all matters relating to this agreement.

Principle Investigator (PI): Robert Mace, will serve as Texas State’s primary contact for the details regarding programmatic questions as well as individual Task Orders. With the oversight of Dr. Mace, other personnel may be assigned as Principal Investigator for individual Task Orders. These PI’s will be identified in the Scope of Work of each Task Order.

6. **Term and Termination:** This agreement becomes effective as soon as both parties have signed this InterLocal Agreement and remains effective through August 31, 2024. This Agreement and all Task Order’s hereunder shall be terminable by either party for any reason following thirty (30) days written notice to the other party.
7. **Entire Agreement:** This agreement constitutes the entire agreement between the parties. This agreement may not be modified except as agreed by the parties in writing, nor may this agreement be assigned.
8. **Notices:** Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, by common carrier, or electronically. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Electronic notice is deemed effective upon confirmed receipt of the receiving party. Notice to a party shall be addressed as follows:

For the County:

Alexandra Thompson (or successor)
721 S. Stagecoach, Suite 1045
San Marcos, TX 78666
alexandra.thompson@co.hays.tx.us
(512)393-2156

For Texas State University:

Office of Research & Sponsored Programs
Post-Award Support Services
Texas State University
601 University Dr. JCK420

San Marcos, Texas 78666
Email: grants@txstate.edu
Phone: 512-245-2102

With Copy To:

Texas State Principal Investigator:

Robert Mace, Ph.D.

Director, Meadows Center for Water and the Environment


Texas State University

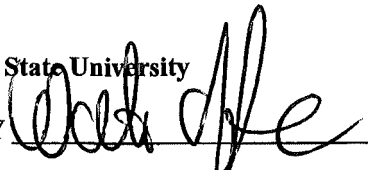
REM142@txstate.edu

512-245-6021

9. **Liability:** To the extent allowed by law each Party agrees to be solely responsible for the wrongful acts of its own employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.
10. **Governing Law and Venue:** This Agreement represents the entire agreement between the parties as to its subject matter and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for a dispute arising from this agreement shall be in Hays County, Texas. Nothing herein shall constitute a waiver of either Party's sovereign immunity or the constitutionally, statutory or common law rights, privileges, immunities or defenses of the parties.
11. **Nondiscrimination:** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
12. **Breach:** County's failure to fully comply with the payment terms set forth herein constitutes a material breach by County and Texas State may terminate this agreement by giving County at least ten days' prior notice, except that any such notice will not result in termination if the breaching party cures the breach before the ten-day period elapses. In the event of breach by County, Texas State shall retain sole and exclusive ownership of all work performed by Texas State pursuant to this agreement.

This agreement is executed by:

Hays County
BY 
NAME Ruben Becerra
TITLE Hays County Judge
DATE 8-18-2020

Texas State University
BY 
NAME Walter E. Horton, Jr., Ph.D.
TITLE Chief Research Officer
DATE 8/31/20

Task Order #n
NAME

Project Background:

Project Description:

The Meadows Center for Water and the Environment within Texas State University will ...

Hays County Responsibility: (can be bullet points)

Texas State Responsibility: (can be bullet points)

Deliverables: (can be bullet points)

Project Schedule:

Project will start xxxxxx and be complete no later than xxxxxxx

Project Budget: (if Cost Reimbursable basis, a budget detail needs to be provided; if Fixed Price, list the amount for this project)

Hays County Contact:

xxxxx

Texas State Contact:

Robert Mace, Ph.D.
Director, Meadows Center for Water and the Environment
Texas State University
REM142@txstate.edu
512-245-6021

Task Order #1, xxxxx, is executed by:

Hays County

BY _____

NAME _____

TITLE _____

DATE _____

Texas State University

BY 

NAME Walter E. Horton, Jr., Ph.D.

TITLE Chief Research Officer

DATE 8/31/20



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Tammy Crumley, Director of Countywide Services

Sponsor:

Commissioner Shell

Agenda Item

Authorize the Hays County Judge to execute an amendment to an Interlocal Agreement partially executed on or about February 27, 2024, between Hays County, Texas; City of Dripping Springs, Texas; City of Woodcreek, Texas; The Watershed Association, and Texas State University through its Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP). **SHELL/T.CRUMLEY**

Summary

This amendment corrects typos and incorrect language in the Interlocal Agreement (ILA) partially executed on or about February 27, 2024. At this time, no other parties have signed the previous partially executed copy. Signatures to fully execute the ILMA will be obtained on this amended copy. The Parties involved in this ILA agree to establish a three (3) year pilot program to fund the continued Clean Rivers Program (CRP) water quality monitoring of Cypress Creek and the Blanco River upstream and downstream of the Wimberley Valley typically performed by Texas State University through its Meadows Center for Water and the Environment, the funding of a Watershed Coordinator position for continued implementation of the BCWPP, and special studies and planning initiatives to be identified by the BCWPP Executive Committee and the established Management Team.

Attachments

(Redline Version) ILA-BCWPP & W.C. Position

(Clean Version) ILA-BCWPP & W.C. Position

INTERLOCAL AGREEMENT:
HAYS COUNTY, CITY OF WIMBERLEY, CITY OF WOODCREEK,
THE WATERSHED ASSOCIATION, AND ~~THE MEADOWS CENTER FOR WATER~~
~~AND THE ENVIRONMENT~~ TEXAS STATE UNIVERSITY REGARDING
IMPLEMENTATION OF THE BLANCO CYPRESS WATERSHED PROTECTION
PLAN (BCWPP)
Amendment I

This interlocal Agreement is made and entered into, effective the ____ day of _____, 2024 ("Effective Date") by and among Hays County, Texas ("Hays County"), City of Wimberley ("Wimberley"), City of Woodcreek ("Woodcreek"), and the Watershed Association, jointly known as the "Financing Parties" and ~~the Meadows Center for Water and the Texas State University Environment~~ ("Texas State Meadows Center"). This interlocal Agreement is entered into by the Financing Parties and the Meadows Center within Texas State pursuant to the authority granted and in compliance with, the provisions of the "interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This interlocal Agreement is intended to further the purpose of the interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS, the economies of Hays County, Wimberley, and Woodcreek directly benefit from a clean and flowing Cypress Creek; and

WHEREAS, The Meadows Center for Water and the Environment ("Meadows Center") is a research extension of Texas State. All work referencing Texas State in this agreement will be performed by the Meadows Center; and

WHEREAS, in 2006, the Cypress Creek Project ("CCP~~WPP~~") was established to restore and protect the water quality in Cypress Creek, a major tributary of the Blanco River in the Guadalupe River Basin of Texas, and each Party named above has representatives on the CCP Executive Committee that is described in and operates under the Cypress Creek Watershed Protection Plan ("~~CCWPP~~"); and

WHEREAS, since the establishment of the CCP, over four (4) million dollars have been dedicated to the development and implementation of the highly recognized CCWPP; and

WHEREAS, the CCWPP is a roadmap to restore water quality in Cypress Creek and includes data collection and water quality monitoring, implementation of best management practices to address nonpoint source pollution from agriculture and urban sources, adequate stream flows, and outreach and education; and

WHEREAS, the CCWPP satisfies the US Environmental Protection Agency's ("EPA") guidelines and expectations for a watershed protection plan; and

WHEREAS, the Cypress Creek Watershed Coordinator ("Watershed Coordinator"), through a grant from Texas Commission for Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) payable and available to the CCP Coordinator, facilitated the CCWPP; secured funding through writing grants, tracks the progress of implementing the CCWPP; and reported water quality trends resulting from implementation of the CCWPP; and

WHEREAS, in September 2023, current federal funding for the CCWPP Coordinator ended; and

WHEREAS, the Financing Parties desire to insure continued implementation and expansion of the scope of the plan to include the Blanco River Basin through the Blanco Cypress Watershed Protection Plan (BCWPP);

NOW THEREFORE, the Parties have mutually agreed to enter into this interlocal Agreement regarding implementation of a Blanco Cypress Watershed Protection Plan (BCWPP) and to proceed as follows:

ARTICLE I **PILOT PROGRAM**

The Financing Parties agree to establish a three (3) year pilot program to fund the continued Clean Rivers Program (CRP) water quality monitoring of Cypress Creek and the Blanco River upstream and downstream of the Wimberley Valley by ~~Texas State~~the Meadows Center, funding of a Blanco Cypress Watershed Coordinator position for continued implementation of the BCWPP, and special studies and planning initiatives to be identified by the Executive Committee and Management Team. Such programs will be the responsibility of the BCWPP. A Management Team will manage a Watershed Coordinator. The coordinator will be an employee of the Hays County Parks and Natural Resources Department.

ARTICLE II **DEFINITIONS**

The "Parties" means the entities that have executed this Interlocal Agreement in their separate capacities.

The "Executive Committee " is the group of individuals listed in this Interlocal Agreement that directs the actions of the "Blanco Cypress Watershed Protection Plan " and with the terms of this Interlocal Agreement.

The "Financing Parties" are the organizations that commit financially towards the project.

The "Management Team" are the person(s), organizations, or entities identified in this Interlocal Agreement, and operates as, the Management Team of the BCWPP and has the duties and responsibilities described in both the "BCWPP Ground Rules" and in this Interlocal Agreement and are responsible for managing and overseeing the Watershed Coordinator.

The "BCWPP Steering Committee" is the group of individuals to be determined by the Executive Committee that will assist the Executive Committee in guiding the BCWPP.

ARTICLE III **BCWPP MANAGEMENT & OVERSIGHT**

Collaborative Governance and oversight are required for the implementation of the BCWPP and the management of the BCWPP Watershed Coordinator in order to create long term sustainability and replicability of the interlocal Watershed Protection Coalition/Organization. Collaborative Governance truly puts the seat of responsibility in the hands of the community and local governmental entities, and sustains, augment, and ultimately replicate the combined efforts of the Meadows Center for Water & the Environment and the Watershed Association over the last three decades to develop and implement the BCWPP. It is in the best interest for the Watershed Coordinator and ILA to be managed collaboratively and become community owned.

Benefits of Collaborative Governance and Management of the BCWPP:

- Brings a diversity of perspectives and expertise from different stakeholders to inform priorities and strategy;
- Promotes community buy-in, local investment, and shared ownership in the program from multiple partners;
- Allows pooling of resources, skills, and funding to accomplish more together.

- Fosters ongoing communication and alignment between entities involved in watershed management;
- Builds relationships and trust between partners through regular collaboration;
- Ensures no single entity dominates decision-making or agenda setting for the watershed;
- Enables broader community representation and advocacy through involvement of diverse partners;
- Likely results in balanced, comprehensive solutions that address the needs of a wide group of stakeholders;
- Establishes a replicable model for collaboration and watershed governance for other communities;
- Shared oversight and program administration;
- Establishes a long-term sustainable plan for significant investment in watershed protection to maintain clean water goals and standards and develop active partners who are invested in collaborative watershed governance in perpetuity.

Overall, collaborative management empowers the community to collectively support watershed efforts versus resting solely on one entity, resulting in shared benefits, investment, and replicable good governance.

The Executive Committee Structure & Governance

Current Executive Members: Hays County, Texas ("Hays County"), City of Wimberley ("Wimberley"), City of Woodcreek ("Woodcreek"), and the Watershed Association ([WA](#)), and The Meadows Center for Water and the Environment ([MCWE](#)), hereby known as the "**Executive Committee.**" Participation by the MCWE and WA on the Executive Committee are contingent upon adequate funding for the plan.

The Executive Committee will serve as the

#

Executive Committee members:

- Hays County Precinct Three Commissioner
- City of Wimberley appointee
- City of Woodcreek appointee
- The Watershed Association appointee
- The Meadows Center for Water and the Environment appointee

Potential Advisory Committee members:

- Guadalupe Blanco River Authority
- Hays Trinity Groundwater Conservation District
- Wimberley Water Supply Corp
- Aqua Texas
- Natural Resource Representative, Soil/Ag

Stakeholder Committee will be established to also include local residents, landowners, business owners, and community organizations. Bylaws will be established by the Executive Committee to include parameters for expanding committee membership. See Attachment B, Table 2 for a description of stakeholder interests and benefits.

ARTICLE IV

Management Team

Personnel within the Hays County Parks and Natural Resources Department identified by the Hays County Director of Countywide Operations (“Hays County Manager”), The Watershed Association, and The Meadows Center for Water and the Environment serve as ***The Management Team*** and share the majority of oversight, advisory, and accountability for the Watershed Coordinator.

The Hays County Manager, The Watershed Association and The Meadows Center for Water and the Environment will share responsibilities of management, oversight, delegation, and are ultimately responsible for accountability of the Watershed Coordinator, as it relates to the job description, to the Watershed Protection Plan itself, and to the expectations of the Executive Committee. The descriptions below are meant to be a starting place and the Management Team acknowledges that duties may evolve to accommodate current conditions and the day-to-day collaborative management of the coordinator.

Upon approval of the Job Description by BCWPP Executive Committee members and the Hays County Director of Countywide Operations, the Hays County Director of Countywide Operations will begin the hiring process for the Watershed Coordinator with input from BCWPP Executive Committee and Management Team. Additionally, the Management Team will collaborate and share ongoing supervision of the coordinator. The coordinator will office at a location determined by the Management Team.

BCWPP Watershed Coordinator Management by the Management Team

Management Team Shared Responsibilities:

- Will collaborate to create a work plan for the new Watershed Coordinator
- Will serve as the primary contact to support and mentor the coordinator on an ongoing basis through resources, partnerships and training
- Will support the coordinator in community event planning and educational outreach
 - It is proposed that the Cypress Creek Project website be migrated to the Watershed Association domain where it can be curated and updated by Watershed staff.
- Collaborative Fundraising and Grant Writing with Executive Committee Partners
- Coordinate quarterly email and/or website post updates to document progress towards shared goals and highlight issues of interest for the partners

The Meadows Center for Water and the Texas State University Environment Responsibilities, through its Meadows Center for Water and the Environment:

- Will work collaboratively to complete the BCWPP Interlocal Agreement, BCWPP Watershed Coordinator job description and Work Plan for 2024-2026
- Will work collaboratively to draft all additional related MOUs and Working Agreements
- Will post job opening and work with partners to identify candidates within community
- Assist in the creation of organizational bylaws
- Water Quality Testing Program (via a professional services agreement with the Watershed Association)
 - Oversee and manage the water quality testing
 - QAPP updates, audits, monitoring, data management, instrument maintenance, and reporting
 - Support for analysis and interpretations, present data to local stakeholders (Biannually)
 - Participate in the CRP Annual Stakeholders Meeting (every Spring)

- Participate in the annual Coordinator Monitor's meeting
 - Update the Sustainability plan to include the Blanco Basin
- Will provide shared work space for the coordinator and conference room for meetings (\$3/day parking fees apply)

The Watershed Association Responsibilities:

- Will work collaboratively to complete the BCWPP Interlocal Agreement, Watershed Coordinator job description and Work Plan for 2024-2026
- Will work collaboratively to draft all additional related MOUs and Working Agreements
- Will work with partners to identify candidates within community
- Will serve as fiscal sponsor for the Pilot Program and establish a separate nonprofit entity and open a dedicated bank account for the Blanco Cypress Creek Watershed Protection Plan Project for any funds contributed to the program
- Assist in the creation of organizational Bylaws
- Will provide office space for the coordinator and conference room for meetings as needed

Hays County

- Will work collaboratively to complete the BCWPP Interlocal Agreement, Watershed Coordinator job description and Work Plan for 2024-2026
- Will work collaboratively to draft all additional related MOUs and Working Agreements
- Will create and fund the Watershed Coordinator position within the Hays County Parks and Natural Resources Department.
- Will post the job opening and work within the Management Team to select and hire a qualified candidate
- Will provide oversight and contribute to the management of the Watershed Coordinator
- Will provide job related resources for the Watershed Coordinator
- Will identify funds and seek grant opportunities to support the BCWPP.

ARTICLE V

WATERSHED COORDINATOR

The primary responsibilities of the Watershed Coordinator are stated and listed on Attachment A to this interlocal Agreement. Any changes to the job description will require approval of the Hays County Director of Countywide Operations. Notwithstanding any provisions of this Interlocal Agreement, the Watershed Coordinator is a Hays County employee and Hays County maintains the responsibility of the position as it would for any other position within Hays County. The Management Team agrees that Hays County's personnel policies will apply to the Watershed Coordinator.

ARTICLE VI

FUNDING

The BCWPP Executive Committee will develop the annual budget for operations of the BCWPP. A proposed sustainability plan, including a proposed draft budget, is set forth on Attachment B to this interlocal Agreement. Additionally, the BCWPP Executive Committee will submit this ILA to the TCEQ for a Clean Water Act §319(h) nonpoint source grant for the completion of the BCWPP grant. The Financing Parties agree to cooperate and coordinate together in determining the amount of funds that will be necessary to financially support the pilot program over the next three (3) years in accordance with the adopted Budget and make necessary adjustments to the budget as needed.

The City of Wimberley and Woodcreek will commit funds towards the pilot program on an annual basis for at least 3 years. Hays County will fund the watershed coordinator position salary and benefits and water quality monitoring efforts.

The Financing Parties understand and agree that any funding commitment by a particular Financing Party is subject to approval and appropriation by the governing body of such Financing Party. Any payments made by or financial obligations of any Financing Party shall be made from current revenues available to the Financing Party and shall be made to the Management Team.

In no event shall any payment made by Hays County, or any act or omission of Hays County constitute or be construed in any way to be a waiver by Hays County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to Hays County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of Hays County may waive the effect of this provision.

The Management Team are authorized to deposit all funds received from Financing Partners pursuant to this interlocal Agreement in applicable bank accounts and is authorized to spend such funds to implement this interlocal Agreement in accordance with the approved budget, provided however, any proposed expenditure of funds herein in excess of \$5,000.00 shall be first approved by the BCWPP Executive Committee. The estimated minimal annual cost for the pilot program, as shown on Attachment B to this interlocal Agreement, will be approximately \$232,000 annually, not including items funded by Hays County.

The Financing Parties further agree that other opportunities for funding and grants shall be actively pursued by the BCWPP Executive Committee, the Management Team, and the Watershed Coordinator according to the terms of this interlocal Agreement. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants and contributions, and various state and federal funding opportunities.

Payment for goods and services under this Agreement shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

ARTICLE VII

STATISTICS AND DOCUMENTS

The Management Team shall properly, accurately and completely maintain all documents, papers, records, and other evidence regarding implementation of this Interlocal Agreement. To further the purpose of cooperative administration of the activities described within this Interlocal Agreement, the Management Team agrees, if requested, to make documents and record materials associated with expenditures under this Interlocal Agreement available to each Financing Party, upon reasonable notice.

The Management Team shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Interlocal Agreement and to ensure that this Interlocal Agreement is publicly available shall post a PDF version of this Interlocal Agreement on the CCP website. If necessary, a reproduction of a document may be submitted, and it shall be so marked.

ARTICLE VIII **DISPUTES**

The Financing Parties, Management Team, and Executive Committee agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Interlocal Agreement. Details with regard to *standard conflict resolution practices and expectations will be included in the organizational Bylaws*. The Financing Parties, Management Team, and Executive Committee agree that before they will exercise the termination rights described in Article IX, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties, Management Team, and Executive Committee members the opportunity to cure the alleged dispute. In accordance with Article XIV, this Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Hays County, Texas. Tex. Civ. Prac. & Remedies Code § 15.015.

ARTICLE IX **TERM**

This Interlocal Agreement shall be effective and in place on the date the last of the Financing Parties signs this Agreement (the "effective date") with the financing obligation described for the remainder of a period of the fiscal year which began on October 1, 2023. The term of this Interlocal Agreement shall be automatically renewed each fiscal year not to exceed three (3) fiscal years unless terminated earlier as provided in Article IX or amended as provided in Article X.

ARTICLE X **TERMINATION**

This Interlocal Agreement terminates on September 30, 2026. In the event a Financing Party to this Interlocal Agreement determines it is in the best interest of that Financing Party to withdraw from this Interlocal Agreement, the Financing Party making that determination may withdraw by giving written notice of such intent to the remaining Parties at the addresses provided in Section XII of this Interlocal Agreement no later than May 31 of a calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire CCP fiscal year prior to such Financing Party's withdrawal.

ARTICLE XI **AMENDMENT**

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE XII **NOTICES**

Notices to any Financing Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Wimberley. Notices to Wimberley shall be addressed to:

Mayor
City of Wimberley
221 Stillwater
Wimberley, TX 78676

and to other such addresses as may herein be designated in writing by the City Manager of Wimberley.

To Woodcreek. Notices to Woodcreek shall be addressed to:

Mayor
City of Woodcreek
41 Champions Circle
Woodcreek, TX 78676

and to other such addresses as may herein be designated in writing by the City Manager of Woodcreek.

To the Watershed Association. Notices to the Watershed Association shall be addressed to:

Executive Director
The Watershed Association
P. O. Box 2534
Wimberley, TX 78676

To the Meadows Center for Water and the Environment. Notices to the Meadows Center for Water and the Environment shall be addressed to:

Director of Watershed Services
The Meadows Center for Water and the Environment
601 University Drive
San Marcos, TX 78666

With a copy sent to:

Senior Director, Office of Sponsored Programs
Texas State University
601 University Drive, JCK 420
San Marcos, TX 78666-4684

ARTICLE XIII
RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship among the Financing Parties. It is understood and agreed that no provision contained herein, nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XIV
APPLICABLE LAW

This Interlocal Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Financing Parties created hereunder are performable in Hays, County, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XVI
**COMPLIANCE WITH LAWS AND
ORDINANCES**

The Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XVII
PARTIES BOUND

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Parties listed in this Interlocal Agreement. This Agreement is expressly subject to and contingent upon formal approval by the Hays County Commissioners Court.

Signature Page Follows

In Witness Whereof, the Executive Committee has executed multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

Hays County

By: _____

Date: _____

City of Wimberley

By: _____

Date: _____

City of Woodcreek

By: _____

Date: _____

The Watershed Association

By: _____

Date: _____

~~The Meadows Center for Water and the Environment~~ Texas State University

By: _____

Date: _____

ATTACHMENT A
PRIMARY RESPONSIBILITIES BLANCO CYPRESS WATERSHED COORDINATOR

Full Time Position

Reports to the Blanco Cypress Watershed Protection Plan (BCWPP) “Management Team” The Management Team is comprised of personnel within the Hays County Parks and Natural Resources Department identified by the Hays County Director of Countywide Operations, (“Hays County Manager”), The Watershed Association and The Meadows Center for Water and the Environment [within Texas State University](#)). The Watershed Coordinator will be an employee of Hays County with oversight and management provided collectively by the Management Team. Any changes to the job description will require approval of the Hays County Director of Countywide Operations. The Watershed Coordinator is a Hays County employee and Hays County maintains the responsibility of the position as it would for any other position within Hays County. Hays County’s personnel policies will apply to the Watershed Coordinator.

The Watershed Coordinator serves as the coordinator of Watershed Protection Plan initiatives and acts as a facilitator of the Plan and related community activities to restore water quality and quantity in Cypress Creek and the Blanco River Basin. Responsibilities include: data collection and water quality monitoring, implementation of best management practices and protection of surface water and groundwater to address nonpoint source pollution from agriculture and urban sources, adequate spring and stream flows, and outreach and education. The Watershed Coordinator will develop a project work plan, manage costs, facilitate communications, and allow for prompt implementation and execution of the plan. The coordinator will provide leadership in implementing and adapting a watershed management plan through the collection and analysis of land use, water quality and groundwater data and resource information, identification and clarification of stakeholder concerns, establishment of goals, and supporting locally initiated strategies. Additionally, the Coordinator will ensure that the WPP plan and associated activities align with EPA’s nine elements for a Watershed Protection Plan.

The Watershed Coordinator is dedicated to advancing the goals of **The Blanco Cypress Watershed Protection Plan (BCWPP)** and works in partnership with the stakeholder entities which currently include Hays County, Texas (“Hays County”), City of Wimberley (“Wimberley”), City of Woodcreek (“Woodcreek”), and the Watershed Association, and [Texas State University through its](#) Meadows Center for Water and the Environment, hereby known as the “Executive Committee.” This role represents the shared interests of the five collaborating entities, the Executive Committee as a model for shared community ownership and a sustainable and replicable Watershed Protection Strategy for Southwestern Hays County.

Long Term Vision & Goals of Watershed Coordinator Position

- The Watershed Coordinator inspires the Community and local stakeholders to become lifelong stewards of their watershed.
- Educates and inspires stakeholders and community members about the science, water quality, quantity challenges and opportunities for the implementation of best management practices for watershed health and sustainability.
- Works to maintain appropriate relationships and serves as a liaison between professional entities, public and local governments, Groundwater Conservation Districts, and social service groups (i.e. Hill Country Conservation Network, Greater Edwards Aquifer Alliance, No Dumping Sewage Coalition) and other regional entities to advance public policies that advance groundwater and surface water protection. As well as for the purpose of educating and increasing awareness of Watershed Protection programs and local-regional water issues through science and engagement and collaborative interests.
- Advocates for and implements Best Management Practices (BMPs) including One Water implementation projects across the Texas Hill Country region.

- The Watershed Coordinator is responsible for overseeing and implementing watershed management programs and projects in the Blanco River and Cypress Creek watersheds. This position involves water quality monitoring support, data analysis, project management, education and outreach, partnership development, and reporting.

Essential Duties and Responsibilities:

- **LEAD THE IMPLEMENTATION OF THE WATERSHED PROTECTION PLAN**
 - Track progress, document implementation efforts, report and serve as the liaison between the Executive Committee and the general public.
 - Ensure watershed programs and projects comply with laws, regulations, and permit requirements
 - Maintain knowledge of current watershed management principles, techniques, programs, and regulations
 - Prepare annual work plans and reports on watershed program progress
 - Create a proposal to develop a comprehensive storm-water management plan
- **MONITORING, TESTING, DATA COLLECTION & ANALYSIS:** Data collection for this project will be used to track water quality, WPP progress, and to better understand current and trending nonpoint source contributions to Cypress Creek and the Blanco River Basin.
 - Train and participate to be certified in the QAPP in surface water quality monitoring program (Texas Clean Rivers Program (CRP)) in both Cypress Creek and Blanco River Basin
 - Potential recruiting and training of Texas Stream Team volunteers
 - Ensure monitoring follows quality assurance protocols
 - Collect, analyze, and report on water quality data. Identify pollution sources and trends
 - Coordinate and manage the Wimberley Water Advisory Group and local bacteria water sampling program for the Blanco River and Cypress Creek Watershed and other local watersheds as needed.
 - Present updates on CRP, Texas Stream Team and Water Advisory Group at stakeholder meetings and other relevant meetings as determined by the Executive Committee
- **EDUCATION AND PUBLIC OUTREACH:** A multifaceted approach to education and outreach will serve to engage the community and key stakeholders in both the implementation of WPP activities and the expansion of pollution reduction strategies across the basin.
 - Provide public educational opportunities or outreach opportunities (a minimum of 4 annually) through workshops, school programs, tours, publications and other creative means
 - Develop marketing materials and work with the Executive Committee to promote educational opportunities to the general public
 - As appropriate, recruit, train, manage, and oversee restoration projects and volunteers for cleanups, plantings, monitoring activities, and other stewardship events
 - Update and maintain WPP website content
 - Work closely with partner organizations, contractors, and volunteers
 - Collaborate on the development of educational materials and work closely with the marketing departments of partner organizations to advance and distribute information
 - Develop and disseminate outreach materials (newspaper, newsletter, factsheets) and website content to promote and communicate watershed efforts to stakeholders at venues such as community stakeholder meetings and networking among agencies, organizations and individuals

- Collaborate with the Communications Department of the Watershed Association to update the project's website, prepare press releases, and publish associated analysis of scientific data and relevant reports
- **PARTNERSHIP AND STAKEHOLDER DEVELOPMENT**
 - Maintain current partnerships with relevant partners and advance further partnerships with additional relevant government agencies, non-profits, landowners, and other watershed stakeholders
 - Conduct regular stakeholder meetings, including BCWPP Executive Committee, Steering Committee and Work Groups, throughout the watershed to gather and incorporate local input and encourage citizen participation
 - Serve as a technical resource for municipalities, conservation districts, and all other partners
 - Provide Counties, Cities, and other partners/stakeholders within the Cypress Creek and Blanco Watershed with regular updates on progress and seek their input and recommendations on needed activities
- **FUNDRAISING AND FINANCIAL ACCOUNTING**
 - Research and identify grants and other financial opportunities to increase resources for the BCWPP
 - Work with members of the Executive Committee, Management Team, and potential outside consultants to seek and if funded, secure and manage grants, donations, and other funding to support watershed programs and projects
 - Ensure proper fiscal oversight and reporting
 - Responsibilities include but are not limited to:
 - Tracking cost share information, maintaining and reporting financial records necessary to manage grants and keep projects on time and on budget
 - Maintaining consistent communication and provide quarterly, project, and annual financial reports to the Fiscal Sponsor (Watershed Association financial officer), Executive Committee, partner agencies and financial partners and grant makers as required to administer grants, funds, and reports
- **ADVANCEMENT OF BEST MANAGEMENT PRACTICES (BMP)**
 - Participate in relevant training, conferences, and professional organizations to stay current on watershed management best practices
 - Advance Watershed Management Plans with input from partners
 - Represent the WPP at conferences, public meetings, and other engagements.
 - Provide comments on watershed policies and initiatives
 - Manage the Installation of site specific BMPs that will serve as demonstration projects on their effectiveness, including preventative, stormwater and low impact development (LID) measures (storm-water controls, rainwater capture, rain gardens, and bio-filtration systems)
 - Improve the reliability and enhancing the capability of the Blanco Cypress Decision Support System to calculate potential water quality impacts of site scale development
 - Review existing ordinances to assist the cities and county in quantifying their effectiveness on maintaining water quality
- **REPORTING**
 - Prepare reports, maps, presentations, and other materials to document watershed activities and communicate with stakeholders
 - Mapping watershed land use, stormwater structures, erosion sites, and other features using GIS
- **LEADERSHIP AND SUSTAINABILITY OF AN INTERLOCAL WPP**
 - Further develop the BCWPP to include a larger geographic area of the Blanco River Basin and create a replicable model for implementing a WPP in more regions

- Utilize and enhance the Cypress Creek Decision Support System
- Coordinate with the Meadows Center and key stakeholders on development and application of BRATWURST Groundwater Model
- Represent the collaborative Interlocal coalition
 - Provide leadership to develop strong working relationships among steering committee members, stakeholders, and other federal, state, local governments and assist subcommittees as needed
 - Help advise the sustainable development of a Watershed Protection Coalition or the development of the WPP toward creating an independent entity
 - Advise and assist in the replication of this Interlocal WPP model and Implementation in other watersheds as the project progresses

QUALIFICATIONS:

Education/Experience:

- Bachelor's degree in natural resource management, environmental science, or related field.
- 3+ years of relevant work experience in watershed management, natural resource management, or water quality.

Knowledge/Skill:

- Knowledge of water quality issues, watershed processes, nonpoint source pollution
- Knowledge of hydrology, ecology, water quality monitoring principles, and watershed dynamics
- Experience with water quality monitoring (stream, groundwater) and data analysis
- Strong project management and organizational skills
- Experience overseeing and managing budgets, grants, and reporting
- Excellent communication skills for working with diverse partners, stakeholders, and volunteers
- Experience developing and implementing watershed plans
- Skilled at writing reports, developing presentations, and science communication
- Background in education/outreach program development and implementation
- Strong interpersonal, partnership-building, organizational, and communication skills
- Working proficiency with water quality data tools, Microsoft Office suite and Google suite. Additionally, proficiency with GIS is preferred.

Other Desired Qualities:

- Passionate about protecting water resources and watershed health
- Ability to operate in a highly independent manner, a self-starter and able to take initiative
- Excellent relationship building and collaboration skills
- Comfortable serving as a public representative of the WPP
- Willingness to work flexible hours including evenings/weekends

Reference the project tasks described in the Work Plan for the Cypress Creek WPP Clean Water Act Section 319(h) Nonpoint Source Program Grant, "Coordinating Implementation of the [Cypress Creek Watershed Protection Plan](#).

ATTACHMENT B
CYPRESS CREEK WPP SUSTAINABILITY PLAN

Cypress Creek Project Watershed Protection Plan Implementation Phase IV Final Sustainability Plan

Contract No. 582-20-10155

Report: 2023-06

Introduction

Cypress Creek watershed stakeholders seek the continuation of coordination efforts to ensure a clean, clear, and flowing future for Cypress Creek. With federal funding for the Cypress Creek Watershed Protection Plan (CCWPP), also known as the Cypress Creek Project, concluding in August 2023, local stakeholders will have the opportunity to build on a mature and multifaceted watershed protection program already established over more than a decade. For this effort to be successful, a sustainability plan is presented below to highlight the need for a locally-led program and to outline the path for its establishment.

Sustainability Plan Highlights

- **Watershed Association to serve as dedicated Watershed Coordinator**
- **Meadows Center to maintain Clean Rivers Program (CRP) monitoring**
- **Funding through Interlocal Agreement of local partners and key stakeholders**
- **Continuation of stakeholder-led process**

A recognition of the economic value of a clean, clear, and flowing Cypress Creek provides the basis for a locally funded approach to watershed protection and sustainability of the Wimberley Valley. To ensure transparency and adequate resources to continue the most important aspects of the CCWPP, an interlocal funding agreement among partners with a vested interest in the long-term health of the watershed is under development. The Interlocal Agreement will include specific requirements and recommendations for project partners including monitoring, reporting, communication, and other key deliverables. A budget will be established for each component of the plan with partner investments determined by a combination of geographic, population, and economic factors to ensure equitable levels of support.

It is recommended that primary fiscal contributors to the Interlocal Agreement would make up a Southwestern Hays County Watershed Task Force to oversee Cypress Creek Project operations. Each fiscal contributor would select a representative to the executive committee with a chair and vice-chair elected by members of the committee. Once membership has been established, by-laws for task force governance and participation could be adopted. It is anticipated that the planning, special studies and implementation of best management practices and infrastructure investment-construction will cost over \$10,000,000 or more over the next three to five years. The Watershed Association and ~~Meadows Center for Water and the Environment~~Texas State University in partnership with the executive committee and stakeholders will lead the fundraising and grant writing to secure a two to one match of the budget presented below over the next three to five years to achieve the priorities and aims of the Watershed Task Force.

Primary fiscal partners are anticipated to include:

- The Watershed Association
- Hays County
- City of Wimberley
- City of Woodcreek
- Guadalupe Blanco River Authority
- Hays Trinity Groundwater Conservation District
- Wimberley Water Supply Corp
- Aqua Texas

Note: Task Force members could choose to allow a number of “at-large” members of the public to serve on the committee. These members would be appointed or selected through an application process.

The budget projected for sustainable operations of the most critical BCWPP components is estimated at \$232,000 over a three-year period plus County contributions for the Watershed Coordinator and Water Quality Monitoring (Table 1).

Table 1. Cypress Creek Project Sustainable Operations Three Year Budget (DRAFT)

Item	Description	Total
Watershed Coordinator	Hays County funded Watershed Coordinator staff salary + fringe (base salary TBD based on experience- competitive salary contract) Watershed Management Team manages WC to oversee all BCWPP operations, serve as primary point of contact for Watershed Task Force responsible for project reporting/communications, lead special projects, and contracting as needed.	Funded and employed by Hays County
Watershed Association Senior Staff	WA Co-Management of Watershed Coordinator staff and contractors Coordinate on Grant Writing for WPP	\$170,000
Meadows Center Water Quality Monitoring, Reporting, and Advisory	Quarterly monitoring of Cypress Creek and Blanco River Clean River Protection sites, including Meadows Center staff time, travel, laboratory analysis, and equipment maintenance. Presentations of CRP data to Executive Committee and Stakeholders (Quarterly) and participation in CRP GBRA Annual Stakeholders Meeting and TCEQ Coordinated Monitoring Meeting. Co-Management of watershed coordinator staff and contractors. Collaborate on grant writing for WPP	Funded by Hays County through the Interlocal Master Agreement between and TXST
Project Communications and Events	Migrate and preserve project website, reports, advertising, public communications, and watershed events.	\$40,000
Special Studies	Aquifer Pump Test, Modeling, Planning, Aquifer Storage and Recovery, One Water Infrastructure Plan, Karst Habitat Protection	TBD
Watershed Task Force	Planning initiative for updating WPP goals including coordination for regional land/water/transportation master plan, policy recommendations and ordinance updates including land use and conservation investment planning, water, wastewater, stormwater infrastructure engineering and Task Force facilitation consulting services.	TBD

Reimbursements for interim program expenses	CRP Water Quality Monitoring	\$22,000
Year 3 Total		\$232,000

Project Purpose and Background

Recognizing a significant threat to the aquatic health of the watershed posed by future development, the BRCWPP received approval from the Texas Commission of Environmental Quality and the United States Environmental Protection Agency in 2010 as a first-of-its-kind, *preventative* watershed protection plan. In June 2011, ~~The Meadows Center at~~ Texas State University was awarded the first of three rounds of Clean Water Act Section 319(h) grant funds to begin implementation of the plan.

Together with local partners including the Wimberley Valley Watershed Association, City of Woodcreek, City of Wimberley, Hays County, Guadalupe-Blanco River Authority, Hill Country Alliance, and Hays Trinity Groundwater Conservation District, a non-regulatory, incentive-based program was established to preserve flow and prevent future degradation to Cypress Creek from water pollution. The next phase of grant funds and programming spanned August 2016 through February 2020. In December 2019, TCEQ awarded ~~Texas State the Meadows Center~~ a final round of funds for a final phase to be completed by August 2023.

The BCWPP established goals and milestones for policy improvements, structural best management practices, education, and local coordination. Education and outreach have been the cornerstone of the project to shine a spotlight on the importance of monitoring groundwater levels, preventing nonpoint source pollution, and demonstrating how residents can personally protect Cypress Creek.

Stakeholder meetings, annual newsletters, workshops, and speaker series within the watershed introduced ways that water quality is impacted by people and encouraged ongoing stewardship of the creek. As was hoped, an educated citizenry helped clear the way for policy improvements including water quality ordinances for Wimberley and Woodcreek limiting impervious cover in future development to 20 percent and ensuring riparian setbacks.

In 2020, the Jacob's Well Groundwater Management Zone was established through a stakeholder-led effort of the Hays-Trinity Groundwater Conservation District. Wimberley ISD's Blue Hole Primary School opened its doors as "the first One Water school in Texas" after an outpouring of public support for the effort led by The Texas State's Meadows Center and Wimberley Valley Watershed Association.

Table 2 below outlines the current Cypress Creek Project executive committee members. Awarded 319 funds and concurrent matching funds gave the watershed team the launch pad needed to fulfill the watershed mission statement: "Cypress Creek: Let's keep it clean, clear, and flowing."

Study Area

The Cypress Creek watershed is home to a unique set of rural and urban communities, ecosystems, and has a long-standing reliance on groundwater for both drinking supply and recreational uses. The watershed is located in the Central Hays County Texas Hill Country, comprises the upper dry or intermittent and the lower wet or perennial streams, and collectively encompasses an area of 38 square miles or 98 square kilometers.

Local geology plays a significant role in the hydrology of the area and is characterized by cavernous limestone rock formations that comprise the underlying karst system. Perhaps the watershed's most iconic feature, Jacob's Well, is an expression of underground water stored in the Trinity Aquifer that discharges at the land surface. The artesian spring perennially feeds water to the lower third of the creek. Flow between land surface and the subsurface creates a complex interaction between groundwater and surface water in Cypress Creek.

Although water quality in Cypress Creek is primarily meeting water quality standards, data reveals both spatial and temporal trends that may be due to climate variability, nonpoint source pollution, and changes in land use and management in the watershed. Water quality parameters vary considerably from site to site throughout the perennial part of the stream.

In general, the water chemistry at the three uppermost water quality monitoring sites (Jacob's Well, RR12 north, and Blue Hole) tends to be highly influenced by inflow of groundwater, while the lower two sites (RR12 downtown and the Blanco confluence) tend to show the influence of local stream conditions and runoff from contributing watersheds. Issues of concern include excess sediment in the creek, high bacteria concentrations, and occasionally very high nutrient levels which are exacerbated by low flows. Figure 1 below shows a map of the project area.

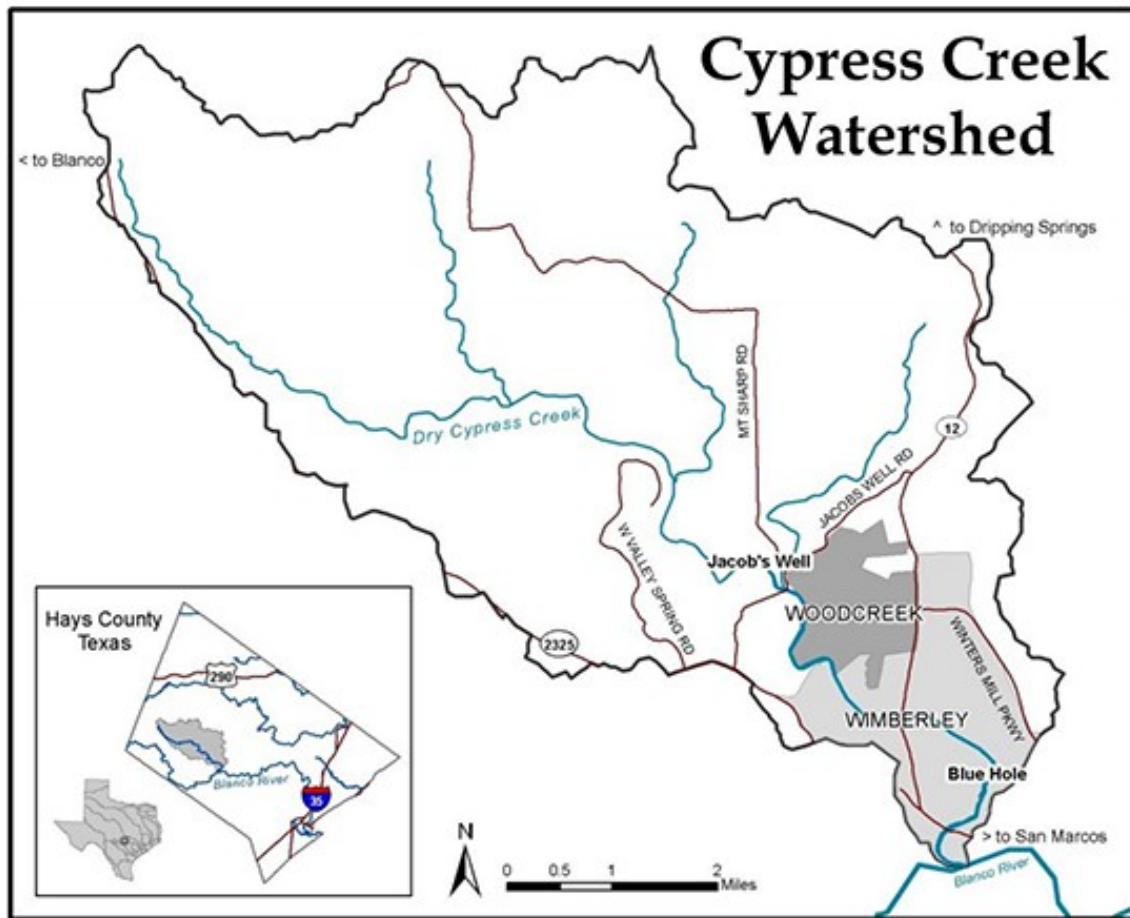


Figure 1. Cypress Creek Watershed

Historical Review

Since the formalization of the CCWPP in 2014, city, county, civic organizations, and citizens of the Wimberley Valley have actively collaborated towards conservation and preservation efforts for the Cypress Creek watershed. The community-led, EPA approved Watershed Protection Plan is a valuable tool used to help guide efforts to effectively manage the Cypress Creek Watershed by utilizing Best Management Practices (BMPs) designed to mitigate nonpoint source pollution, anticipate future water quality impairments, and protect groundwater resources. The partnership has celebrated significant improvements in incorporating stormwater controls into site planning, implementing numerous best management practices, and enthusiastic participation in workshops and meetings. To compile feedback from stakeholders for the sustainability plan, the core team developed an extensive survey soliciting input from each section of the CCWPP in June 2022. There were 36 participants from 10 participating organizations.

When polled, stakeholders identified CCWPP accomplishments as important in helping support the mission of their agency or organization (listed in ranked order):

- 1) Making Wimberley Independent School District's new school a One Water Campus
- 2) Green Infrastructure Projects (Pervious pavers, bioswales, rainwater harvesting, rain gardens, etc.)
- 3) Creation of the Jacob's Well Groundwater Management Zone (GMZ)
- 4) Water Quality Sampling and Reporting
- 5) Flow Measurements and Reporting
- 6) Transition of Downtown Businesses and Residents to Centralized Sewer
- 7) Updated Water Quality Ordinances
- 8) Technical Resource Guides (Green Infrastructure, Best Management Practices)
- 9) Educational Signage
- 10) Workshops

Increased public awareness, working relationships between CCWPP partners, and land conservation efforts were also identified as important accomplishments.

Collective Goals of Current Stakeholders

Despite significant accomplishments since the project's inception, many challenges remain ahead. Development pressures and persistent drought conditions warrant continued collaborative effort toward safeguarding water quality and water availability.

Regarding impacts to flow and groundwater availability, stakeholders identified drought and population increases, education of new residents, management of groundwater pumping, and unmanaged growth in sensitive areas as near-term challenges. Regarding impacts to managing water quality, stakeholders identified maintaining flow, managing growth and development while minimizing impervious cover and maximizing water reuse, managing and treating stormwater, and proper maintenance or upgrades to old septic systems as near-term challenges. Furthermore, stakeholders identified flow and groundwater availability as the highest priority parameter to address for future CCWPP projects. All stakeholders agreed that the CCWPP has helped them or their organization and that work on the Watershed Protection Plan should continue.

Participating stakeholders identified future project needs and ranked them by priority for the next phase of the Watershed Protection Plan are:

1. Source switch or alternate water supply feasibility for growing groundwater demand
2. Stormwater study, analysis, and/or engineering audit
3. Community-scale Type 1 reuse feasibility study (benefits & pitfalls)
4. Demonstration project or mitigation BMP for untreated downtown stormwater flows
5. Impact analysis of water quality ordinance changes
6. Web-based water quality data accessibility enhancements

Financial Considerations

The Watershed Protection Plan represents a coordinated effort, including significant collective investment toward the common goal. Local investments have been consistently leveraged with federal grant funds throughout the project thus far. During the project's first phase from 2008 to 2010, partners provided \$211,000 in waived indirect costs and in-kind match towards the total project sum of \$527,000. Phase 2, spanning 2011 to 2015, included \$154,000 in match towards the \$386,000 total. Phase 3, spanning 2016 to 2019, included \$536,562 in match towards the \$1,341,405 total. Partners have contributed \$122,000 in match towards a total of \$305,000 during Phase 4 of the project from 2020 through 2023. The tremendous dedication of partners over the past 15 years is evident in these match amounts.

Several foundations and nonprofits have donated significant funds towards additional initiatives that complement the Cypress Creek Project goals. For example, the Way Foundation has funded the [Meadows Center](#) [Texas State for its Meadows Center](#) to perform several supplemental water quality sampling studies over the life of the project that go above and beyond the scope to further identify pollutants and hindrances in the watershed. The Watershed Association raised \$250,000 to assist with the development of the Wimberley ISD Blue Hole One Water Primary School – the first One Water school in Texas designed to acknowledge the importance of protecting sensitive water resources.

Jacob's Well has stopped flowing six times in recent history—2000, 2009, 2011, 2013, 2022, and 2023. Zero and low flow conditions have major ramifications for Cypress Creek, aquatic habitat, tourism, and groundwater users. In 2022, Jacob's Well stopped flowing for the longest period on record—35 days with an average of zero flow, impacting park operations at both Jacob's Well Natural Area and Blue Hole Regional Park. Hays County suspended swimming at Jacob's Well on June 29, 2022, due to high bacteria counts brought about by heavy recreational use and low flow. The City of Wimberley suspended swimming at Blue Hole on August 1, 2022, for similar concerns. Hays County Parks and City of Wimberley Parks staff estimate a loss of \$150,000 at Jacob's Well Natural Area and a loss of \$250,000 at Blue Hole Regional Park in swim reservation revenue in 2022. Because of exceptionally low flow at the beginning of 2023, the County decided not to open swim reservations this year, which would be a projected loss of approximately \$200,000 this year.

The Wimberley Valley economy benefits substantially from the tourism industry, with 70 percent of sales tax revenue coming from tourism and hospitality (Assessment of the Economic Contribution of Cypress Creek to the Economy of Wimberley (2013)). Nature-based tourism activities attract thousands of visitors each month. Visitors come to visit area parks, swim at Jacob's Well and Blue Hole, and enjoy the beautiful Hill Country landscape in the Wimberley Valley and in turn, lodging, restaurants, and shops provide services. The City of Wimberley's approved FY2022 budget projected \$1,285,657 in sales tax revenue (City of Wimberley Website), which would indicate that nearly \$900,000 of the sales tax comes from the tourism industry.

Strategic Vision for Sustainability of the Cypress Creek Project

Groundwater and surface water resources of Jacob's Well and Cypress Creek are critically important to many governmental organizations, water providers, non-profit organizations, and research institutions. The CCWPP provides a shared vision for partners to collaborate to better protect these shared resources. Table 2 lists active partners, their interest in the CCWPP, and direct benefits from successful groundwater and surface water management.

Table 2. CCWPP Partners, Interests, and Benefits

Project Partners (Organizations)	Interest in WPP	Direct Economic Benefits of WPP
Governmental Organizations and Water Providers		
Aqua Texas Water Supply	Several water supply wells pump water from the Middle Trinity Aquifer with about 2,250 connections (residences and businesses) within the Cypress Creek Watershed. A Texas Land Application wastewater treatment facility serves residents and businesses downtown, Woodcreek 1, Woodcreek North, and along FM 2325. Treated wastewater is irrigated on the Woodcreek Golf Course.	Revenue from water and wastewater customers.
City of Wimberley	The City of Wimberley covers approximately 9 square miles and has about 2,800 residents. 1.4 miles of Cypress Creek pass through Wimberley, including its downtown area. Residents and visitors enjoy Wimberley's natural beauty, nature trails, and swimming opportunities. The City of Wimberley maintains Blue Hole Regional Park and the Cypress Creek Nature Preserve, which both have significant Cypress Creek frontage.	Revenue from Blue Hole Regional Park swim reservations and programs, sales tax, and hotel occupancy tax.
City of Woodcreek	The City of Woodcreek covers approximately 1 square mile and has about 1,850 residents (2022 Census Estimate). 1.3 miles of Cypress Creek pass through Woodcreek. Residents and visitors enjoy Woodcreek's natural beauty, nature trails, and swimming opportunities.	Revenue from sales tax and hotel occupancy tax.
Hays County	All 10.2 miles of Dry Cypress Creek and 5.5 miles of Cypress Creek are within Hays County. Residents and visitors enjoy Hays County's natural beauty, nature trails, and swimming opportunities. The Hays County Parks Department maintains	Revenue from property taxes and swim reservations.

	the Jacob's Well Natural Area, which hosts Jacob's Well Spring—the headwaters of Cypress Creek.	
Hays Trinity Groundwater Conservation District	The Hays Trinity Groundwater Conservation District (HTGCD) is the local governmental body working to conserve, preserve, recharge, and prevent waste of groundwater within western Hays County. The HTGCD has approximately 100 permitted wells and coordinated 7,840 acre-feet of groundwater use in 2021.	Management fees from service connections in public water systems with groundwater permits and well construction authorization transactions.
Guadalupe-Blanco River Authority	The Guadalupe-Blanco River Authority (GBRA) supports responsible watershed protection and stewardship, provides quality operational service, and promotes conservation and educational opportunities to enhance quality of life for those we serve. The GBRA is both a water utility and a wastewater service provider.	Revenue from water and wastewater customers.
Texas Commission on Environmental Quality (TCEQ) – NPS Program	The Texas Commission on Environmental Quality is the environmental agency for the state and strives to protect Texans' public health and natural resources consistent with sustainable economic development with the goal of clean air, clean water, and the safe management of waste. Impaired stream segments cause loss of property values, recreational opportunities, and can jeopardize water supplies.	Impaired water bodies require staff and materials to mitigate.
Wimberley Water Supply Corporation	Several water supply wells pump water from the Middle Trinity Aquifer with about 1,850 connections (residences and businesses) within the Cypress Creek Watershed and greater Wimberley Valley.	Revenue from water customers.
Woodcreek Property Owners Association	The pace of development within Woodcreek North has recently increased which impacts impervious cover, water supply, and potential sources of contaminants. Water supply for the neighborhood comes from Aqua Texas, whose wells directly impact spring flow at Jacob's Well.	Revenue from POA fees.
Academic and Non-profit Organizations		

Texas A&M AgriLife – Master Naturalist Program	The Master Naturalist Program provides well-informed volunteers to provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Texas. Active programs include the Jacob's Well Guides, Restoration Rangers, and Habitat Enhanced Land Management (HELM) programs.	Volunteer group
Texas State University - The Meadows Center for Water and the Environment	The Meadows Center is a research institute located at Texas State University that inspires research, innovation, and leadership that ensures clean abundant water. Meadows Center staff perform CRP quarterly and monthly monitoring on Cypress Creek and the larger watershed which supports the Meadows Center mission and research endeavors.	Research institution
Friends of Wimberley Parks (formerly Friends of Blue Hole)	The Friends of Wimberley Parks is a non-profit that works to promote, protect, preserve, and support Blue Hole Regional Park, Patsy Glenn Refuge, Martha Knies Community Park, Old Baldy Park, Sunrise Park, Oak Park, and Cypress Creek Nature Trail and Preserve.	Non-profit organization
Texas Stream Team	Texas Stream Team, a program managed by the Meadows Center, is dedicated to understanding and protecting Texas waterways through education and volunteer monitoring activities. Texas Stream Team provides training and support of community science-based water quality and environmental monitoring and technical support and assistance with water quality analyses.	Research institution
Watershed Association	The Watershed Association is a non-profit organization working to protect water through land conservation and education across the Hill Country. Watershed Association staff were instrumental in building community support for and forming the CCWPP at its inception.	Non-profit organization

Technical and Administrative needs

Partners identified three key priorities for the next phase of the CCWPP: 1) Continued coordination and communication; 2) Continued water quality monitoring and data analysis; 3) Special projects.

It is proposed that Watershed Association staff take the lead in coordination and communications and host the Watershed Coordinator. Facilitating meetings, emails, and website updates to highlight topics relevant to water quality protection and water availability in the Cypress Creek Watershed benefits all partners such that each partner organization plays a different role in management, oversight, and education. It is proposed that the Cypress Creek Project website be migrated to the Watershed Association domain where staff can curate and update it. Quarterly email and/or website post updates are proposed to document progress towards shared goals and highlight issues of interest for the partners.

Water quality monitoring through the Clean Rivers Program of the six sites along Cypress Creek, seven sites along the Blanco River, and two groundwater monitoring sites within the Wimberley Valley documents conditions and serves as a first alert to water quality problems.

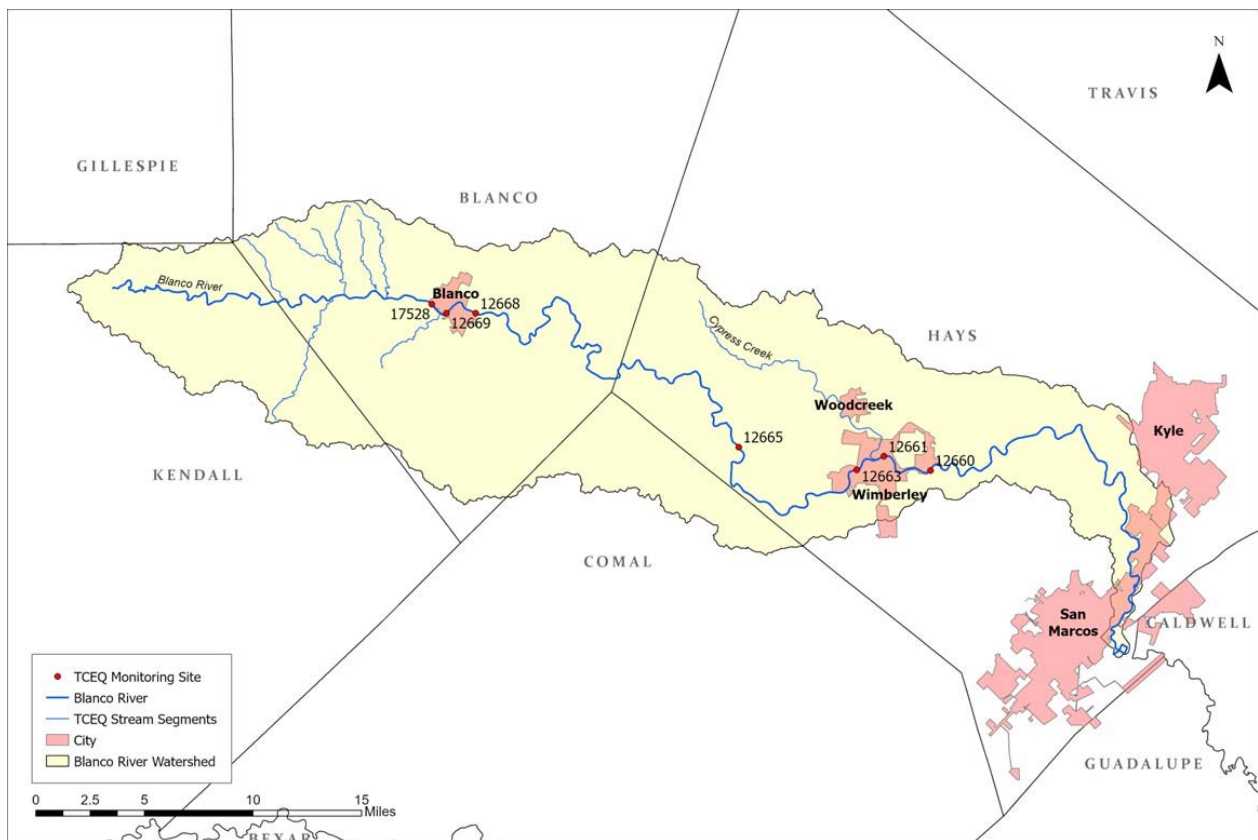


Figure 2. TCEQ/GBRA Clean River Program Sites on the Blanco River (Note: The three sites closest to the Blanco River headwaters are monitored on a monthly basis and the remaining four sites further downstream are monitored on a quarterly basis.)

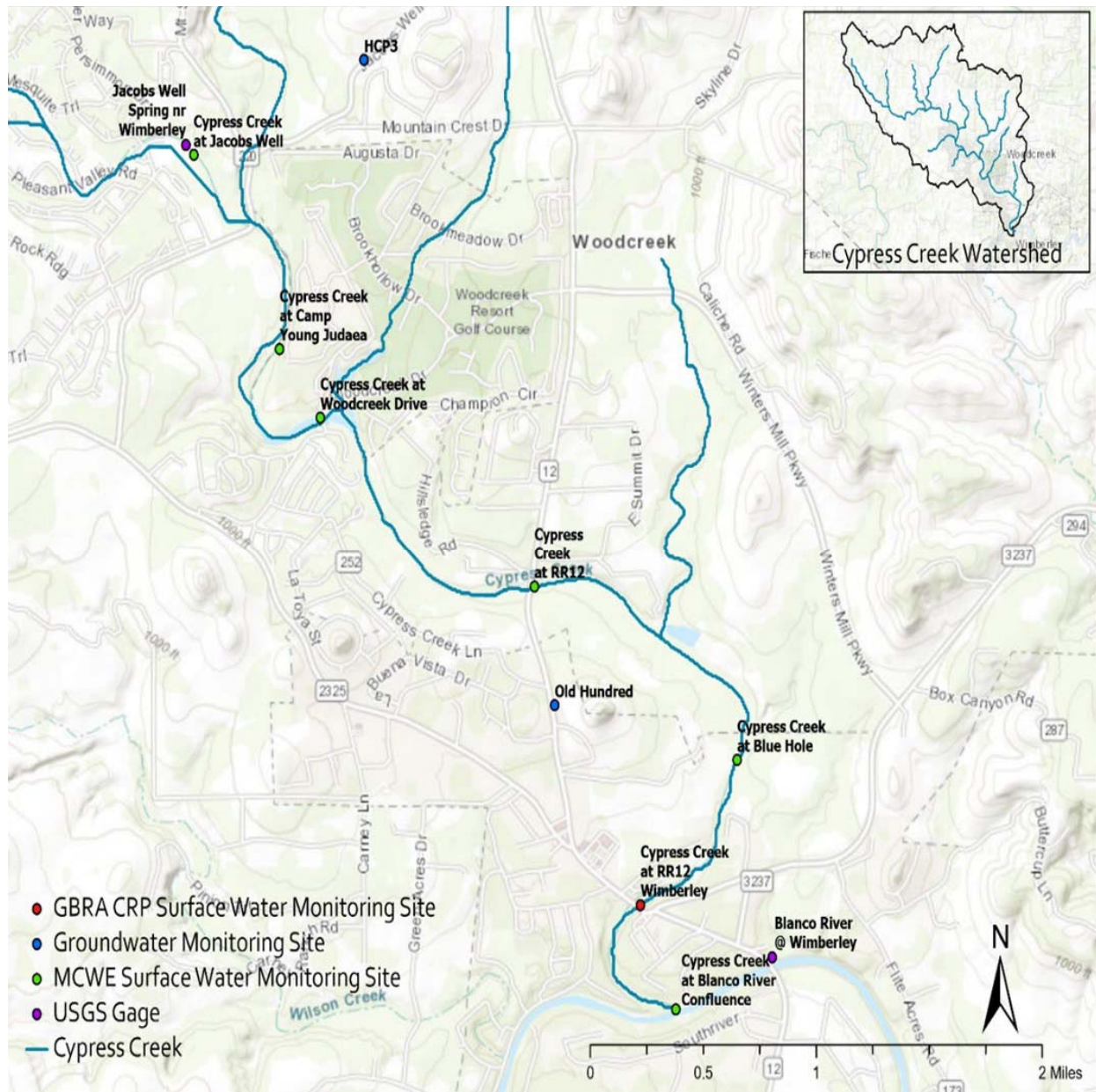


Figure 3. Cypress Creek Monitoring Sites

The Meadows Center has been leading data collection and reporting on behalf of the Watershed Association with support from several of the CCWPP partners since 2012. It is proposed that the Meadows Center report on water quality results in conjunction with quarterly newsletter or website post updates, so partners are aware of trends.

Special projects identified by the partner organizations vary substantially in required time, funding, and skill sets. It is proposed that the Watershed Coordinator and fiscal sponsors collaboratively develop a scope of work for the special project and solicit or contribute required funds for that project.

Next Steps

The sustainability plan offers a foundation for discussions moving forward. The plan and supporting Interlocal Agreement were a topic of discussion at the final Cypress Creek watershed speaker series that took place in mid-July 2023. Stakeholders and fiscal contributors will need to determine a budget mechanism to ensure equitable funding for continued sampling and coordination of watershed protection plan efforts. The Meadows Center and Watershed Association will engage in discussions with key partners throughout the summer of 202~~4~~³ to confirm support and financial contributions to the Interlocal Agreement.

An initial primary goal of the BCWPP will be to release a request for proposals to identify professional consulting services for a comprehensive planning initiative to update WPP goals including coordination for a regional land/water/transportation master plan, including land use planning, infrastructure improvements, and ordinance enhancements.

The Task Force will also pursue special studies focused on Aquifer Pump Test, Modeling, Planning, Aquifer Storage and Recovery, One Water Infrastructure Plan, and Karst Habitat Protection.

**INTERLOCAL AGREEMENT:
HAYS COUNTY, CITY OF WIMBERLEY, CITY OF WOODCREEK,
THE WATERSHED ASSOCIATION, AND TEXAS STATE UNIVERSITY REGARDING
IMPLEMENTATION OF THE BLANCO CYPRESS WATERSHED PROTECTION
PLAN (BCWPP)**

This interlocal Agreement is made and entered into, effective the ____ day of _____, 2024 ("Effective Date") by and among Hays County, Texas ("Hays County"), City of Wimberley ("Wimberley"), City of Woodcreek ("Woodcreek"), and the Watershed Association, jointly known as the "Financing Parties" and Texas State University ("Texas State"). This interlocal Agreement is entered into by the Financing Parties and the Meadows Center within Texas State pursuant to the authority granted and in compliance with, the provisions of the "interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This interlocal Agreement is intended to further the purpose of the interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS, the economies of Hays County, Wimberley, and Woodcreek directly benefit from a clean and flowing Cypress Creek; and

WHEREAS, The Meadows Center for Water and the Environment ("Meadows Center") is a research extension of Texas State. All work referencing Texas State in this agreement will be performed by the Meadows Center; and

WHEREAS, in 2006, the Cypress Creek Project ("CCP") was established to restore and protect the water quality in Cypress Creek, a major tributary of the Blanco River in the Guadalupe River Basin of Texas, and each Party named above has representatives on the CCP Executive Committee that is described in and operates under the Cypress Creek Watershed Protection Plan ("CCWPP"); and

WHEREAS, since the establishment of the CCP, over four (4) million dollars have been dedicated to the development and implementation of the highly recognized CCWPP; and

WHEREAS, the CCWPP is a roadmap to restore water quality in Cypress Creek and includes data collection and water quality monitoring, implementation of best management practices to address nonpoint source pollution from agriculture and urban sources, adequate stream flows, and outreach and education; and

WHEREAS, the CCWPP satisfies the US Environmental Protection Agency's ("EPA") guidelines and expectations for a watershed protection plan; and

WHEREAS, the Cypress Creek Watershed Coordinator ("Watershed Coordinator"), through a grant from Texas Commission for Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) payable and available to the CCP Coordinator, facilitated the CCWPP; secured funding through writing grants, tracks the progress of implementing the CCWPP; and reported water quality trends resulting from implementation of the CCWPP; and

WHEREAS, in September 2023, current federal funding for the CCWPP Coordinator ended; and

WHEREAS, the Financing Parties desire to insure continued implementation and expansion of the scope of the plan to include the Blanco River Basin through the Blanco Cypress Watershed Protection Plan (BCWPP);

NOW THEREFORE, the Parties have mutually agreed to enter into this interlocal Agreement regarding implementation of a Blanco Cypress Watershed Protection Plan (BCWPP) and to proceed as follows:

ARTICLE I

PILOT PROGRAM

The Financing Parties agree to establish a three (3) year pilot program to fund the continued Clean Rivers Program (CRP) water quality monitoring of Cypress Creek and the Blanco River upstream and downstream of the Wimberley Valley by Texas State, funding of a Blanco Cypress Watershed Coordinator position for continued implementation of the BCWPP, and special studies and planning initiatives to be identified by the Executive Committee and Management Team. Such programs will be the responsibility of the BCWPP. A Management Team will manage a Watershed Coordinator. The coordinator will be an employee of the Hays County Parks and Natural Resources Department.

ARTICLE II

DEFINITIONS

The "Parties" means the entities that have executed this Interlocal Agreement in their separate capacities.

The "Executive Committee " is the group of individuals listed in this Interlocal Agreement that directs the actions of the "Blanco Cypress Watershed Protection Plan " and with the terms of this Interlocal Agreement.

The "Financing Parties" are the organizations that commit financially towards the project.

The "Management Team" are the person(s), organizations, or entities identified in this Interlocal Agreement, and operates as, the Management Team of the BCWPP and has the duties and responsibilities described in both the "BCWPP Ground Rules" and in this Interlocal Agreement and are responsible for managing and overseeing the Watershed Coordinator.

The "BCWPP Steering Committee" is the group of individuals to be determined by the Executive Committee that will assist the Executive Committee in guiding the BCWPP.

ARTICLE III

BCWPP MANAGEMENT & OVERSIGHT

Collaborative Governance and oversight are required for the implementation of the BCWPP and the management of the BCWPP Watershed Coordinator in order to create long term sustainability and replicability of the interlocal Watershed Protection Coalition/Organization. Collaborative Governance truly puts the seat of responsibility in the hands of the community and local governmental entities, and sustains, augment, and ultimately replicate the combined efforts of the Meadows Center for Water & the Environment and the Watershed Association over the last three decades to develop and implement the BCWPP. It is in the best interest for the Watershed Coordinator and ILA to be managed collaboratively and become community owned.

Benefits of Collaborative Governance and Management of the BCWPP:

- Brings a diversity of perspectives and expertise from different stakeholders to inform priorities and strategy;
- Promotes community buy-in, local investment, and shared ownership in the program from multiple partners;
- Allows pooling of resources, skills, and funding to accomplish more together.

- Fosters ongoing communication and alignment between entities involved in watershed management;
- Builds relationships and trust between partners through regular collaboration;
- Ensures no single entity dominates decision-making or agenda setting for the watershed;
- Enables broader community representation and advocacy through involvement of diverse partners;
- Likely results in balanced, comprehensive solutions that address the needs of a wide group of stakeholders;
- Establishes a replicable model for collaboration and watershed governance for other communities;
- Shared oversight and program administration;
- Establishes a long-term sustainable plan for significant investment in watershed protection to maintain clean water goals and standards and develop active partners who are invested in collaborative watershed governance in perpetuity.

Overall, collaborative management empowers the community to collectively support watershed efforts versus resting solely on one entity, resulting in shared benefits, investment, and replicable good governance.

The Executive Committee Structure & Governance

Current Executive Members: Hays County, Texas ("Hays County"), City of Wimberley ("Wimberley"), City of Woodcreek ("Woodcreek"), and the Watershed Association (WA), and The Meadows Center for Water and the Environment (MCWE), hereby known as the "**Executive Committee.**" Participation by the MCWE and WA on the Executive Committee are contingent upon adequate funding for the plan.

The Executive Committee will serve as the oversight committee with two representatives from each funding entity. This group will meet quarterly, with additional meetings as needed, and will provide guidance, evaluate performance, and set priorities and policy for governance of the BCWPP. The Watershed Coordinator, when hired, will report to the Management Team on a regular basis with ultimate responsibility for setting priorities and guiding the BCWPP led by the Executive Committee serving as the Board of the organization.

Executive Committee members:

- Hays County Precinct Three Commissioner
- City of Wimberley appointee
- City of Woodcreek appointee
- The Watershed Association appointee
- The Meadows Center for Water and the Environment appointee

Potential Advisory Committee members:

- Guadalupe Blanco River Authority
- Hays Trinity Groundwater Conservation District
- Wimberley Water Supply Corp
- Aqua Texas
- Natural Resource Representative, Soil/Ag

Stakeholder Committee will be established to also include local residents, landowners, business owners, and community organizations. Bylaws will be established by the Executive Committee to include parameters for expanding committee membership. See Attachment B, Table 2 for a description of stakeholder interests and benefits.

ARTICLE IV

Management Team

Personnel within the Hays County Parks and Natural Resources Department identified by the Hays County Director of Countywide Operations (“Hays County Manager”), The Watershed Association, and The Meadows Center for Water and the Environment serve as ***The Management Team*** and share the majority of oversight, advisory, and accountability for the Watershed Coordinator.

The Hays County Manager, The Watershed Association and The Meadows Center for Water and the Environment will share responsibilities of management, oversight, delegation, and are ultimately responsible for accountability of the Watershed Coordinator, as it relates to the job description, to the Watershed Protection Plan itself, and to the expectations of the Executive Committee. The descriptions below are meant to be a starting place and the Management Team acknowledges that duties may evolve to accommodate current conditions and the day-to-day collaborative management of the coordinator.

Upon approval of the Job Description by BCWPP Executive Committee members and the Hays County Director of Countywide Operations, the Hays County Director of Countywide Operations will begin the hiring process for the Watershed Coordinator with input from BCWPP Executive Committee and Management Team. Additionally, the Management Team will collaborate and share ongoing supervision of the coordinator. The coordinator will office at a location determined by the Management Team.

BCWPP Watershed Coordinator Management by the Management Team

Management Team Shared Responsibilities:

- Will collaborate to create a work plan for the new Watershed Coordinator
- Will serve as the primary contact to support and mentor the coordinator on an ongoing basis through resources, partnerships and training
- Will support the coordinator in community event planning and educational outreach
 - It is proposed that the Cypress Creek Project website be migrated to the Watershed Association domain where it can be curated and updated by Watershed staff.
- Collaborative Fundraising and Grant Writing with Executive Committee Partners
- Coordinate quarterly email and/or website post updates to document progress towards shared goals and highlight issues of interest for the partners

Texas State University Responsibilities, through its Meadows Center for Water and the Environment:

- Will work collaboratively to complete the BCWPP Interlocal Agreement, BCWPP Watershed Coordinator job description and Work Plan for 2024-2026
- Will work collaboratively to draft all additional related MOUs and Working Agreements
- Will post job opening and work with partners to identify candidates within community
- Assist in the creation of organizational bylaws
- Water Quality Testing Program (via a professional services agreement with the Watershed Association)
 - Oversee and manage the water quality testing
 - QAPP updates, audits, monitoring, data management, instrument maintenance, and reporting
 - Support for analysis and interpretations, present data to local stakeholders (Biannually)
 - Participate in the CRP Annual Stakeholders Meeting (every Spring)

- Participate in the annual Coordinator Monitor's meeting
 - Update the Sustainability plan to include the Blanco Basin
- Will provide shared work space for the coordinator and conference room for meetings (\$3/day parking fees apply)

The Watershed Association Responsibilities:

- Will work collaboratively to complete the BCWPP Interlocal Agreement, Watershed Coordinator job description and Work Plan for 2024-2026
- Will work collaboratively to draft all additional related MOUs and Working Agreements
- Will work with partners to identify candidates within community
- Will serve as fiscal sponsor for the Pilot Program and establish a separate nonprofit entity and open a dedicated bank account for the Blanco Cypress Creek Watershed Protection Plan Project for any funds contributed to the program
- Assist in the creation of organizational Bylaws
- Will provide office space for the coordinator and conference room for meetings as needed

Hays County

- Will work collaboratively to complete the BCWPP Interlocal Agreement, Watershed Coordinator job description and Work Plan for 2024-2026
- Will work collaboratively to draft all additional related MOUs and Working Agreements
- Will create and fund the Watershed Coordinator position within the Hays County Parks and Natural Resources Department.
- Will post the job opening and work within the Management Team to select and hire a qualified candidate
- Will provide oversight and contribute to the management of the Watershed Coordinator
- Will provide job related resources for the Watershed Coordinator
- Will identify funds and seek grant opportunities to support the BCWPP.

ARTICLE V

WATERSHED COORDINATOR

The primary responsibilities of the Watershed Coordinator are stated and listed on Attachment A to this interlocal Agreement. Any changes to the job description will require approval of the Hays County Director of Countywide Operations. Notwithstanding any provisions of this Interlocal Agreement, the Watershed Coordinator is a Hays County employee and Hays County maintains the responsibility of the position as it would for any other position within Hays County. The Management Team agrees that Hays County's personnel policies will apply to the Watershed Coordinator.

ARTICLE VI

FUNDING

The BCWPP Executive Committee will develop the annual budget for operations of the BCWPP. A proposed sustainability plan, including a proposed draft budget, is set forth on Attachment B to this interlocal Agreement. Additionally, the BCWPP Executive Committee will submit this ILA to the TCEQ for a Clean Water Act §319(h) nonpoint source grant for the completion of the BCWPP grant. The Financing Parties agree to cooperate and coordinate together in determining the amount of funds that will be necessary to financially support the pilot program over the next three (3) years in accordance with the adopted Budget and make necessary adjustments to the budget as needed.

The City of Wimberley and Woodcreek will commit funds towards the pilot program on an annual basis for at least 3 years. Hays County will fund the watershed coordinator position salary and benefits and water quality monitoring efforts.

The Financing Parties understand and agree that any funding commitment by a particular Financing Party is subject to approval and appropriation by the governing body of such Financing Party. Any payments made by or financial obligations of any Financing Party shall be made from current revenues available to the Financing Party and shall be made to the Management Team.

In no event shall any payment made by Hays County, or any act or omission of Hays County constitute or be construed in any way to be a waiver by Hays County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to Hays County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of Hays County may waive the effect of this provision.

The Management Team are authorized to deposit all funds received from Financing Partners pursuant to this interlocal Agreement in applicable bank accounts and is authorized to spend such funds to implement this interlocal Agreement in accordance with the approved budget, provided however, any proposed expenditure of funds herein in excess of \$5,000.00 shall be first approved by the BCWPP Executive Committee. The estimated minimal annual cost for the pilot program, as shown on Attachment B to this interlocal Agreement, will be approximately \$232,000 annually, not including items funded by Hays County.

The Financing Parties further agree that other opportunities for funding and grants shall be actively pursued by the BCWPP Executive Committee, the Management Team, and the Watershed Coordinator according to the terms of this interlocal Agreement. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants and contributions, and various state and federal funding opportunities.

Payment for goods and services under this Agreement shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

ARTICLE VII

STATISTICS AND DOCUMENTS

The Management Team shall properly, accurately and completely maintain all documents, papers, records, and other evidence regarding implementation of this Interlocal Agreement. To further the purpose of cooperative administration of the activities described within this Interlocal Agreement, the Management Team agrees, if requested, to make documents and record materials associated with expenditures under this Interlocal Agreement available to each Financing Party, upon reasonable notice.

The Management Team shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Interlocal Agreement and to ensure that this Interlocal Agreement is publicly available shall post a PDF version of this Interlocal Agreement on the CCP website. If necessary, a reproduction of a document may be submitted, and it shall be so marked.

ARTICLE VIII **DISPUTES**

The Financing Parties, Management Team, and Executive Committee agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Interlocal Agreement. Details with regard to *standard conflict resolution practices and expectations will be included in the organizational Bylaws*. The Financing Parties, Management Team, and Executive Committee agree that before they will exercise the termination rights described in Article IX, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties, Management Team, and Executive Committee members the opportunity to cure the alleged dispute. In accordance with Article XIV, this Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Hays County, Texas. Tex. Civ. Prac. & Remedies Code § 15.015.

ARTICLE IX **TERM**

This Interlocal Agreement shall be effective and in place on the date the last of the Financing Parties signs this Agreement (the "effective date") with the financing obligation described for the remainder of a period of the fiscal year which began on October 1, 2023. The term of this Interlocal Agreement shall be automatically renewed each fiscal year not to exceed three (3) fiscal years unless terminated earlier as provided in Article IX or amended as provided in Article X.

ARTICLE X **TERMINATION**

This Interlocal Agreement terminates on September 30, 2026. In the event a Financing Party to this Interlocal Agreement determines it is in the best interest of that Financing Party to withdraw from this Interlocal Agreement, the Financing Party making that determination may withdraw by giving written notice of such intent to the remaining Parties at the addresses provided in Section XII of this Interlocal Agreement no later than May 31 of a calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire CCP fiscal year prior to such Financing Party's withdrawal.

ARTICLE XI **AMENDMENT**

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE XII **NOTICES**

Notices to any Financing Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Wimberley. Notices to Wimberley shall be addressed to:

Mayor
City of Wimberley
221 Stillwater
Wimberley, TX 78676

and to other such addresses as may herein be designated in writing by the City Manager of Wimberley.

To Woodcreek. Notices to Woodcreek shall be addressed to:

Mayor
City of Woodcreek
41 Champions Circle
Woodcreek, TX 78676

and to other such addresses as may herein be designated in writing by the City Manager of Woodcreek.

To the Watershed Association. Notices to the Watershed Association shall be addressed to:

Executive Director
The Watershed Association
P. O. Box 2534
Wimberley, TX 78676

To the Meadows Center for Water and the Environment. Notices to the Meadows Center for Water and the Environment shall be addressed to:

Director of Watershed Services
The Meadows Center for Water and the Environment
601 University Drive
San Marcos, TX 78666

With a copy sent to:

Senior Director, Office of Sponsored Programs
Texas State University
601 University Drive, JCK 420
San Marcos, TX 78666-4684

ARTICLE XIII
RELATIONSHIP OF FINANCING PARTIES

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship among the Financing Parties. It is understood and agreed that no provision contained herein, nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XIV
APPLICABLE LAW

This Interlocal Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Financing Parties created hereunder are performable in Hays, County, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XVI
**COMPLIANCE WITH LAWS AND
ORDINANCES**

The Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XVII
PARTIES BOUND

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Parties listed in this Interlocal Agreement. This Agreement is expressly subject to and contingent upon formal approval by the Hays County Commissioners Court.

Signature Page Follows

In Witness Whereof, the Executive Committee has executed multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

Hays County

By: _____

Date: _____

City of Wimberley

By: _____

Date: _____

City of Woodcreek

By: _____

Date: _____

The Watershed Association

By: _____

Date: _____

Texas State University

By: _____

Date: _____

ATTACHMENT A
PRIMARY RESPONSIBILITIES BLANCO CYPRESS WATERSHED COORDINATOR

Full Time Position

Reports to the Blanco Cypress Watershed Protection Plan (BCWPP) “Management Team” The Management Team is comprised of personnel within the Hays County Parks and Natural Resources Department identified by the Hays County Director of Countywide Operations, (“Hays County Manager”), The Watershed Association and The Meadows Center for Water and the Environment within Texas State University). The Watershed Coordinator will be an employee of Hays County with oversight and management provided collectively by the Management Team. Any changes to the job description will require approval of the Hays County Director of Countywide Operations. The Watershed Coordinator is a Hays County employee and Hays County maintains the responsibility of the position as it would for any other position within Hays County. Hays County’s personnel policies will apply to the Watershed Coordinator.

The Watershed Coordinator serves as the coordinator of Watershed Protection Plan initiatives and acts as a facilitator of the Plan and related community activities to restore water quality and quantity in Cypress Creek and the Blanco River Basin. Responsibilities include: data collection and water quality monitoring, implementation of best management practices and protection of surface water and groundwater to address nonpoint source pollution from agriculture and urban sources, adequate spring and stream flows, and outreach and education. The Watershed Coordinator will develop a project work plan, manage costs, facilitate communications, and allow for prompt implementation and execution of the plan. The coordinator will provide leadership in implementing and adapting a watershed management plan through the collection and analysis of land use, water quality and groundwater data and resource information, identification and clarification of stakeholder concerns, establishment of goals, and supporting locally initiated strategies. Additionally, the Coordinator will ensure that the WPP plan and associated activities align with EPA’s nine elements for a Watershed Protection Plan.

The Watershed Coordinator is dedicated to advancing the goals of **The Blanco Cypress Watershed Protection Plan (BCWPP)** and works in partnership with the stakeholder entities which currently include Hays County, Texas (“Hays County”), City of Wimberley (“Wimberley”), City of Woodcreek (“Woodcreek”), and the Watershed Association, and Texas State University through its Meadows Center for Water and the Environment, hereby known as the “Executive Committee.” This role represents the shared interests of the five collaborating entities, the Executive Committee as a model for shared community ownership and a sustainable and replicable Watershed Protection Strategy for Southwestern Hays County.

Long Term Vision & Goals of Watershed Coordinator Position

- The Watershed Coordinator inspires the Community and local stakeholders to become lifelong stewards of their watershed.
- Educates and inspires stakeholders and community members about the science, water quality, quantity challenges and opportunities for the implementation of best management practices for watershed health and sustainability.
- Works to maintain appropriate relationships and serves as a liaison between professional entities, public and local governments, Groundwater Conservation Districts, and social service groups (i.e. Hill Country Conservation Network, Greater Edwards Aquifer Alliance, No Dumping Sewage Coalition) and other regional entities to advance public policies that advance groundwater and surface water protection. As well as for the purpose of educating and increasing awareness of Watershed Protection programs and local-regional water issues through science and engagement and collaborative interests.
- Advocates for and implements Best Management Practices (BMPs) including One Water implementation projects across the Texas Hill Country region.

- The Watershed Coordinator is responsible for overseeing and implementing watershed management programs and projects in the Blanco River and Cypress Creek watersheds. This position involves water quality monitoring support, data analysis, project management, education and outreach, partnership development, and reporting.

Essential Duties and Responsibilities:

- **LEAD THE IMPLEMENTATION OF THE WATERSHED PROTECTION PLAN**
 - Track progress, document implementation efforts, report and serve as the liaison between the Executive Committee and the general public.
 - Ensure watershed programs and projects comply with laws, regulations, and permit requirements
 - Maintain knowledge of current watershed management principles, techniques, programs, and regulations
 - Prepare annual work plans and reports on watershed program progress
 - Create a proposal to develop a comprehensive storm-water management plan
- **MONITORING, TESTING, DATA COLLECTION & ANALYSIS:** Data collection for this project will be used to track water quality, WPP progress, and to better understand current and trending nonpoint source contributions to Cypress Creek and the Blanco River Basin.
 - Train and participate to be certified in the QAPP in surface water quality monitoring program (Texas Clean Rivers Program (CRP)) in both Cypress Creek and Blanco River Basin
 - Potential recruiting and training of Texas Stream Team volunteers
 - Ensure monitoring follows quality assurance protocols
 - Collect, analyze, and report on water quality data. Identify pollution sources and trends
 - Coordinate and manage the Wimberley Water Advisory Group and local bacteria water sampling program for the Blanco River and Cypress Creek Watershed and other local watersheds as needed.
 - Present updates on CRP, Texas Stream Team and Water Advisory Group at stakeholder meetings and other relevant meetings as determined by the Executive Committee
- **EDUCATION AND PUBLIC OUTREACH:** A multifaceted approach to education and outreach will serve to engage the community and key stakeholders in both the implementation of WPP activities and the expansion of pollution reduction strategies across the basin.
 - Provide public educational opportunities or outreach opportunities (a minimum of 4 annually) through workshops, school programs, tours, publications and other creative means
 - Develop marketing materials and work with the Executive Committee to promote educational opportunities to the general public
 - As appropriate, recruit, train, manage, and oversee restoration projects and volunteers for cleanups, plantings, monitoring activities, and other stewardship events
 - Update and maintain WPP website content
 - Work closely with partner organizations, contractors, and volunteers
 - Collaborate on the development of educational materials and work closely with the marketing departments of partner organizations to advance and distribute information
 - Develop and disseminate outreach materials (newspaper, newsletter, factsheets) and website content to promote and communicate watershed efforts to stakeholders at venues such as community stakeholder meetings and networking among agencies, organizations and individuals

- Collaborate with the Communications Department of the Watershed Association to update the project's website, prepare press releases, and publish associated analysis of scientific data and relevant reports
- **PARTNERSHIP AND STAKEHOLDER DEVELOPMENT**
 - Maintain current partnerships with relevant partners and advance further partnerships with additional relevant government agencies, non-profits, landowners, and other watershed stakeholders
 - Conduct regular stakeholder meetings, including BCWPP Executive Committee, Steering Committee and Work Groups, throughout the watershed to gather and incorporate local input and encourage citizen participation
 - Serve as a technical resource for municipalities, conservation districts, and all other partners
 - Provide Counties, Cities, and other partners/stakeholders within the Cypress Creek and Blanco Watershed with regular updates on progress and seek their input and recommendations on needed activities
- **FUNDRAISING AND FINANCIAL ACCOUNTING**
 - Research and identify grants and other financial opportunities to increase resources for the BCWPP
 - Work with members of the Executive Committee, Management Team, and potential outside consultants to seek and if funded, manage grants, donations, and other funding to support watershed programs and projects
 - Ensure proper fiscal oversight and reporting
 - Responsibilities include but are not limited to:
 - Tracking cost share information, maintaining and reporting financial records necessary to manage grants and keep projects on time and on budget
 - Maintaining consistent communication and provide quarterly, project, and annual financial reports to the Fiscal Sponsor (Watershed Association financial officer), Executive Committee, partner agencies and financial partners and grant makers as required to administer grants, funds, and reports
- **ADVANCEMENT OF BEST MANAGEMENT PRACTICES (BMP)**
 - Participate in relevant training, conferences, and professional organizations to stay current on watershed management best practices
 - Advance Watershed Management Plans with input from partners
 - Represent the WPP at conferences, public meetings, and other engagements.
 - Provide comments on watershed policies and initiatives
 - Manage the Installation of site specific BMPs that will serve as demonstration projects on their effectiveness, including preventative, stormwater and low impact development (LID) measures (storm-water controls, rainwater capture, rain gardens, and bio-filtration systems)
 - Improve the reliability and enhancing the capability of the Blanco Cypress Decision Support System to calculate potential water quality impacts of site scale development
 - Review existing ordinances to assist the cities and county in quantifying their effectiveness on maintaining water quality
- **REPORTING**
 - Prepare reports, maps, presentations, and other materials to document watershed activities and communicate with stakeholders
 - Mapping watershed land use, stormwater structures, erosion sites, and other features using GIS
- **LEADERSHIP AND SUSTAINABILITY OF AN INTERLOCAL WPP**
 - Further develop the BCWPP to include a larger geographic area of the Blanco River Basin and create a replicable model for implementing a WPP in more regions

- Utilize and enhance the Cypress Creek Decision Support System
- Coordinate with the Meadows Center and key stakeholders on development and application of BRATWURST Groundwater Model
- Represent the collaborative Interlocal coalition
 - Provide leadership to develop strong working relationships among steering committee members, stakeholders, and other federal, state, local governments and assist subcommittees as needed
 - Help advise the sustainable development of a Watershed Protection Coalition or the development of the WPP toward creating an independent entity
 - Advise and assist in the replication of this Interlocal WPP model and Implementation in other watersheds as the project progresses

QUALIFICATIONS:

Education/Experience:

- Bachelor's degree in natural resource management, environmental science, or related field.
- 3+ years of relevant work experience in watershed management, natural resource management, or water quality.

Knowledge/Skill:

- Knowledge of water quality issues, watershed processes, nonpoint source pollution
- Knowledge of hydrology, ecology, water quality monitoring principles, and watershed dynamics
- Experience with water quality monitoring (stream, groundwater) and data analysis
- Strong project management and organizational skills
- Experience overseeing and managing budgets, grants, and reporting
- Excellent communication skills for working with diverse partners, stakeholders, and volunteers
- Experience developing and implementing watershed plans
- Skilled at writing reports, developing presentations, and science communication
- Background in education/outreach program development and implementation
- Strong interpersonal, partnership-building, organizational, and communication skills
- Working proficiency with water quality data tools, Microsoft Office suite and Google suite. Additionally, proficiency with GIS is preferred.

Other Desired Qualities:

- Passionate about protecting water resources and watershed health
- Ability to operate in a highly independent manner, a self-starter and able to take initiative
- Excellent relationship building and collaboration skills
- Comfortable serving as a public representative of the WPP
- Willingness to work flexible hours including evenings/weekends

Reference the project tasks described in the Work Plan for the Cypress Creek WPP Clean Water Act Section 319(h) Nonpoint Source Program Grant, "Coordinating Implementation of the [Cypress Creek Watershed Protection Plan](#).

**ATTACHMENT B
CYPRESS CREEK WPP SUSTAINABILITY PLAN**

Cypress Creek Project Watershed Protection Plan Implementation Phase IV Final Sustainability Plan

Contract No. 582-20-10155

Report: 2023-06

Introduction

Cypress Creek watershed stakeholders seek the continuation of coordination efforts to ensure a clean, clear, and flowing future for Cypress Creek. With federal funding for the Cypress Creek Watershed Protection Plan (CCWPP), also known as the Cypress Creek Project, concluding in August 2023, local stakeholders will have the opportunity to build on a mature and multifaceted watershed protection program already established over more than a decade. For this effort to be successful, a sustainability plan is presented below to highlight the need for a locally-led program and to outline the path for its establishment.

Sustainability Plan Highlights

- **Watershed Association to serve as dedicated Watershed Coordinator**
- **Meadows Center to maintain Clean Rivers Program (CRP) monitoring**
- **Funding through Interlocal Agreement of local partners and key stakeholders**
- **Continuation of stakeholder-led process**

A recognition of the economic value of a clean, clear, and flowing Cypress Creek provides the basis for a locally funded approach to watershed protection and sustainability of the Wimberley Valley. To ensure transparency and adequate resources to continue the most important aspects of the CCWPP, an interlocal funding agreement among partners with a vested interest in the long-term health of the watershed is under development. The Interlocal Agreement will include specific requirements and recommendations for project partners including monitoring, reporting, communication, and other key deliverables. A budget will be established for each component of the plan with partner investments determined by a combination of geographic, population, and economic factors to ensure equitable levels of support.

It is recommended that primary fiscal contributors to the Interlocal Agreement would make up a Southwestern Hays County Watershed Task Force to oversee Cypress Creek Project operations. Each fiscal contributor would select a representative to the executive committee with a chair and vice-chair elected by members of the committee. Once membership has been established, by-laws for task force governance and participation could be adopted. It is anticipated that the planning, special studies and implementation of best management practices and infrastructure investment-construction will cost over \$10,000,000 or more over the next three to five years. The Watershed Association and Texas State University in partnership with the executive committee and stakeholders will lead the fundraising and grant writing to secure a two to one match of the budget presented below over the next three to five years to achieve the priorities and aims of the Watershed Task Force.

Primary fiscal partners are anticipated to include:

- The Watershed Association
- Hays County
- City of Wimberley
- City of Woodcreek
- Guadalupe Blanco River Authority
- Hays Trinity Groundwater Conservation District
- Wimberley Water Supply Corp
- Aqua Texas

Note: Task Force members could choose to allow a number of “at-large” members of the public to serve on the committee. These members would be appointed or selected through an application process.

The budget projected for sustainable operations of the most critical BCWPP components is estimated at \$232,000 over a three-year period plus County contributions for the Watershed Coordinator and Water Quality Monitoring (Table 1).

Table 1. Cypress Creek Project Sustainable Operations Three Year Budget (DRAFT)

Item	Description	Total
Watershed Coordinator	Hays County funded Watershed Coordinator staff salary + fringe (base salary TBD based on experience- competitive salary contract) Watershed Management Team manages WC to oversee all BCWPP operations, serve as primary point of contact for Watershed Task Force responsible for project reporting/communications, lead special projects, and contracting as needed.	Funded and employed by Hays County
Watershed Association Senior Staff	WA Co-Management of Watershed Coordinator staff and contractors Coordinate on Grant Writing for WPP	\$170,000
Meadows Center Water Quality Monitoring, Reporting, and Advisory	Quarterly monitoring of Cypress Creek and Blanco River Clean River Protection sites, including Meadows Center staff time, travel, laboratory analysis, and equipment maintenance. Presentations of CRP data to Executive Committee and Stakeholders (Quarterly) and participation in CRP GBRA Annual Stakeholders Meeting and TCEQ Coordinated Monitoring Meeting. Co-Management of watershed coordinator staff and contractors. Collaborate on grant writing for WPP	Funded by Hays County through the Interlocal Master Agreement between and TXST
Project Communications and Events	Migrate and preserve project website, reports, advertising, public communications, and watershed events.	\$40,000
Special Studies	Aquifer Pump Test, Modeling, Planning, Aquifer Storage and Recovery, One Water Infrastructure Plan, Karst Habitat Protection	TBD
Watershed Task Force	Planning initiative for updating WPP goals including coordination for regional land/water/transportation master plan, policy recommendations and ordinance updates including land use and conservation investment planning, water, wastewater, stormwater infrastructure engineering and Task Force facilitation consulting services.	TBD

Reimbursements for interim program expenses	CRP Water Quality Monitoring	\$22,000
Year 3 Total		\$232,000

Project Purpose and Background

Recognizing a significant threat to the aquatic health of the watershed posed by future development, the BRCWPP received approval from the Texas Commission of Environmental Quality and the United States Environmental Protection Agency in 2010 as a first-of-its-kind, *preventative* watershed protection plan. In June 2011, Texas State University was awarded the first of three rounds of Clean Water Act Section 319(h) grant funds to begin implementation of the plan.

Together with local partners including the Wimberley Valley Watershed Association, City of Woodcreek, City of Wimberley, Hays County, Guadalupe-Blanco River Authority, Hill Country Alliance, and Hays Trinity Groundwater Conservation District, a non-regulatory, incentive-based program was established to preserve flow and prevent future degradation to Cypress Creek from water pollution. The next phase of grant funds and programming spanned August 2016 through February 2020. In December 2019, TCEQ awarded Texas State a final round of funds for a final phase to be completed by August 2023.

The BCWPP established goals and milestones for policy improvements, structural best management practices, education, and local coordination. Education and outreach have been the cornerstone of the project to shine a spotlight on the importance of monitoring groundwater levels, preventing nonpoint source pollution, and demonstrating how residents can personally protect Cypress Creek.

Stakeholder meetings, annual newsletters, workshops, and speaker series within the watershed introduced ways that water quality is impacted by people and encouraged ongoing stewardship of the creek. As was hoped, an educated citizenry helped clear the way for policy improvements including water quality ordinances for Wimberley and Woodcreek limiting impervious cover in future development to 20 percent and ensuring riparian setbacks.

In 2020, the Jacob's Well Groundwater Management Zone was established through a stakeholder-led effort of the Hays-Trinity Groundwater Conservation District. Wimberley ISD's Blue Hole Primary School opened its doors as "the first One Water school in Texas" after an outpouring of public support for the effort led by The Texas State's Meadows Center and Wimberley Valley Watershed Association.

Table 2 below outlines the current Cypress Creek Project executive committee members. Awarded 319 funds and concurrent matching funds gave the watershed team the launch pad needed to fulfill the watershed mission statement: "Cypress Creek: Let's keep it clean, clear, and flowing."

Study Area

The Cypress Creek watershed is home to a unique set of rural and urban communities, ecosystems, and has a long-standing reliance on groundwater for both drinking supply and recreational uses. The watershed is located in the Central Hays County Texas Hill Country, comprises the upper dry or intermittent and the lower wet or perennial streams, and collectively encompasses an area of 38 square miles or 98 square kilometers.

Local geology plays a significant role in the hydrology of the area and is characterized by cavernous limestone rock formations that comprise the underlying karst system. Perhaps the watershed's most iconic feature, Jacob's Well, is an expression of underground water stored in the Trinity Aquifer that discharges at the land surface. The artesian spring perennially feeds water to the lower third of the creek. Flow between land surface and the subsurface creates a complex interaction between groundwater and surface water in Cypress Creek.

Although water quality in Cypress Creek is primarily meeting water quality standards, data reveals both spatial and temporal trends that may be due to climate variability, nonpoint source pollution, and changes in land use and management in the watershed. Water quality parameters vary considerably from site to site throughout the perennial part of the stream.

In general, the water chemistry at the three uppermost water quality monitoring sites (Jacob's Well, RR12 north, and Blue Hole) tends to be highly influenced by inflow of groundwater, while the lower two sites (RR12 downtown and the Blanco confluence) tend to show the influence of local stream conditions and runoff from contributing watersheds. Issues of concern include excess sediment in the creek, high bacteria concentrations, and occasionally very high nutrient levels which are exacerbated by low flows. Figure 1 below shows a map of the project area.

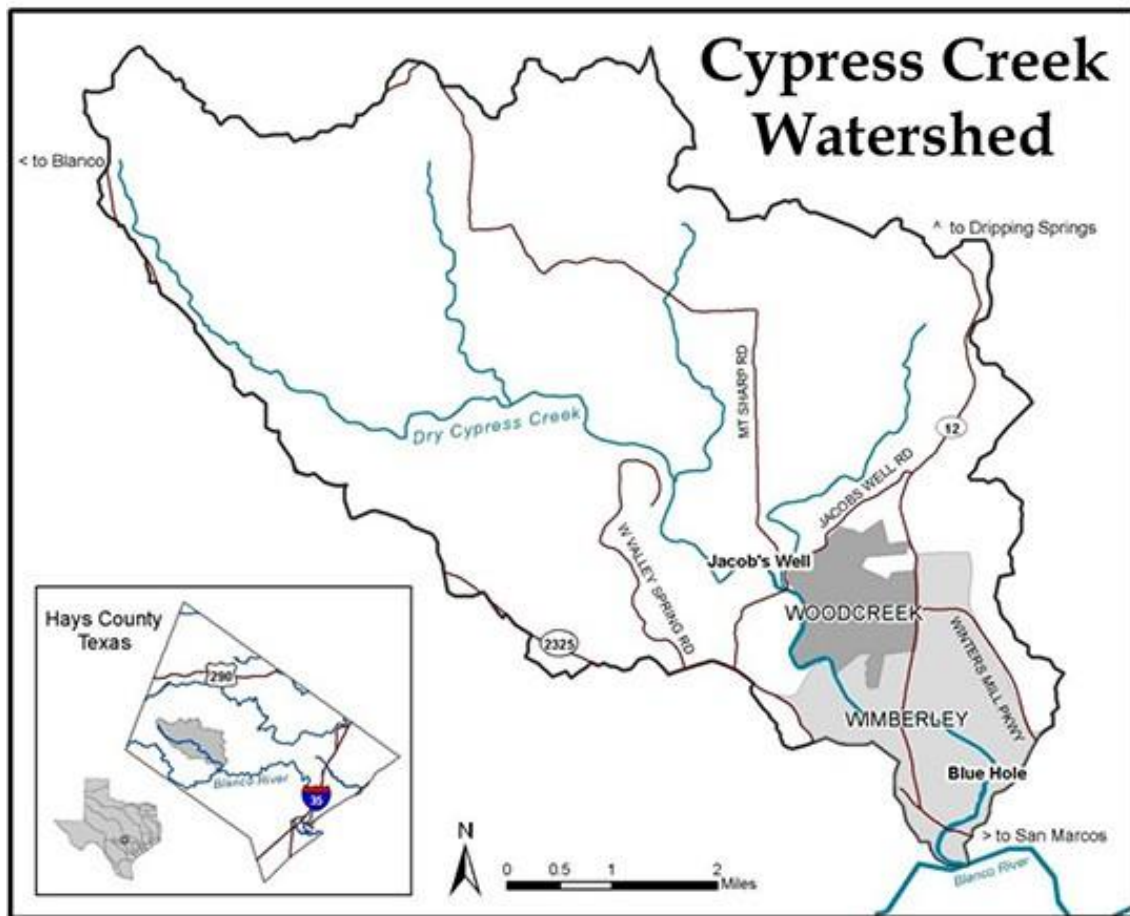


Figure 1. Cypress Creek Watershed

Historical Review

Since the formalization of the CCWPP in 2014, city, county, civic organizations, and citizens of the Wimberley Valley have actively collaborated towards conservation and preservation efforts for the Cypress Creek watershed. The community-led, EPA approved Watershed Protection Plan is a valuable tool used to help guide efforts to effectively manage the Cypress Creek Watershed by utilizing Best Management Practices (BMPs) designed to mitigate nonpoint source pollution, anticipate future water quality impairments, and protect groundwater resources. The partnership has celebrated significant improvements in incorporating stormwater controls into site planning, implementing numerous best management practices, and enthusiastic participation in workshops and meetings. To compile feedback from stakeholders for the sustainability plan, the core team developed an extensive survey soliciting input from each section of the CCWPP in June 2022. There were 36 participants from 10 participating organizations.

When polled, stakeholders identified CCWPP accomplishments as important in helping support the mission of their agency or organization (listed in ranked order):

- 1) Making Wimberley Independent School District's new school a One Water Campus
- 2) Green Infrastructure Projects (Pervious pavers, bioswales, rainwater harvesting, rain gardens, etc.)
- 3) Creation of the Jacob's Well Groundwater Management Zone (GMZ)
- 4) Water Quality Sampling and Reporting
- 5) Flow Measurements and Reporting
- 6) Transition of Downtown Businesses and Residents to Centralized Sewer
- 7) Updated Water Quality Ordinances
- 8) Technical Resource Guides (Green Infrastructure, Best Management Practices)
- 9) Educational Signage
- 10) Workshops

Increased public awareness, working relationships between CCWPP partners, and land conservation efforts were also identified as important accomplishments.

Collective Goals of Current Stakeholders

Despite significant accomplishments since the project's inception, many challenges remain ahead. Development pressures and persistent drought conditions warrant continued collaborative effort toward safeguarding water quality and water availability.

Regarding impacts to flow and groundwater availability, stakeholders identified drought and population increases, education of new residents, management of groundwater pumping, and unmanaged growth in sensitive areas as near-term challenges. Regarding impacts to managing water quality, stakeholders identified maintaining flow, managing growth and development while minimizing impervious cover and maximizing water reuse, managing and treating stormwater, and proper maintenance or upgrades to old septic systems as near-term challenges. Furthermore, stakeholders identified flow and groundwater availability as the highest priority parameter to address for future CCWPP projects. All stakeholders agreed that the CCWPP has helped them or their organization and that work on the Watershed Protection Plan should continue.

Participating stakeholders identified future project needs and ranked them by priority for the next phase of the Watershed Protection Plan are:

1. Source switch or alternate water supply feasibility for growing groundwater demand
2. Stormwater study, analysis, and/or engineering audit
3. Community-scale Type 1 reuse feasibility study (benefits & pitfalls)
4. Demonstration project or mitigation BMP for untreated downtown stormwater flows
5. Impact analysis of water quality ordinance changes
6. Web-based water quality data accessibility enhancements

Financial Considerations

The Watershed Protection Plan represents a coordinated effort, including significant collective investment toward the common goal. Local investments have been consistently leveraged with federal grant funds throughout the project thus far. During the project's first phase from 2008 to 2010, partners provided \$211,000 in waived indirect costs and in-kind match towards the total project sum of \$527,000. Phase 2, spanning 2011 to 2015, included \$154,000 in match towards the \$386,000 total. Phase 3, spanning 2016 to 2019, included \$536,562 in match towards the \$1,341,405 total. Partners have contributed \$122,000 in match towards a total of \$305,000 during Phase 4 of the project from 2020 through 2023. The tremendous dedication of partners over the past 15 years is evident in these match amounts.

Several foundations and nonprofits have donated significant funds towards additional initiatives that complement the Cypress Creek Project goals. For example, the Way Foundation has funded the Texas State for its Meadows Center to perform several supplemental water quality sampling studies over the life of the project that go above and beyond the scope to further identify pollutants and hindrances in the watershed. The Watershed Association raised \$250,000 to assist with the development of the Wimberley ISD Blue Hole One Water Primary School – the first One Water school in Texas designed to acknowledge the importance of protecting sensitive water resources.

Jacob's Well has stopped flowing six times in recent history—2000, 2009, 2011, 2013, 2022, and 2023. Zero and low flow conditions have major ramifications for Cypress Creek, aquatic habitat, tourism, and groundwater users. In 2022, Jacob's Well stopped flowing for the longest period on record—35 days with an average of zero flow, impacting park operations at both Jacob's Well Natural Area and Blue Hole Regional Park. Hays County suspended swimming at Jacob's Well on June 29, 2022, due to high bacteria counts brought about by heavy recreational use and low flow. The City of Wimberley suspended swimming at Blue Hole on August 1, 2022, for similar concerns. Hays County Parks and City of Wimberley Parks staff estimate a loss of \$150,000 at Jacob's Well Natural Area and a loss of \$250,000 at Blue Hole Regional Park in swim reservation revenue in 2022. Because of exceptionally low flow at the beginning of 2023, the County decided not to open swim reservations this year, which would be a projected loss of approximately \$200,000 this year.

The Wimberley Valley economy benefits substantially from the tourism industry, with 70 percent of sales tax revenue coming from tourism and hospitality (Assessment of the Economic Contribution of Cypress Creek to the Economy of Wimberley (2013)). Nature-based tourism activities attract thousands of visitors each month. Visitors come to visit area parks, swim at Jacob's Well and Blue Hole, and enjoy the beautiful Hill Country landscape in the Wimberley Valley and in turn, lodging, restaurants, and shops provide services. The City of Wimberley's approved FY2022 budget projected \$1,285,657 in sales tax revenue (City of Wimberley Website), which would indicate that nearly \$900,000 of the sales tax comes from the tourism industry.

Strategic Vision for Sustainability of the Cypress Creek Project

Groundwater and surface water resources of Jacob's Well and Cypress Creek are critically important to many governmental organizations, water providers, non-profit organizations, and research institutions. The CCWPP provides a shared vision for partners to collaborate to better protect these shared resources. Table 2 lists active partners, their interest in the CCWPP, and direct benefits from successful groundwater and surface water management.

Table 2. CCWPP Partners, Interests, and Benefits

Project Partners (Organizations)	Interest in WPP	Direct Economic Benefits of WPP
Governmental Organizations and Water Providers		
Aqua Texas Water Supply	Several water supply wells pump water from the Middle Trinity Aquifer with about 2,250 connections (residences and businesses) within the Cypress Creek Watershed. A Texas Land Application wastewater treatment facility serves residents and businesses downtown, Woodcreek 1, Woodcreek North, and along FM 2325. Treated wastewater is irrigated on the Woodcreek Golf Course.	Revenue from water and wastewater customers.
City of Wimberley	The City of Wimberley covers approximately 9 square miles and has about 2,800 residents. 1.4 miles of Cypress Creek pass through Wimberley, including its downtown area. Residents and visitors enjoy Wimberley's natural beauty, nature trails, and swimming opportunities. The City of Wimberley maintains Blue Hole Regional Park and the Cypress Creek Nature Preserve, which both have significant Cypress Creek frontage.	Revenue from Blue Hole Regional Park swim reservations and programs, sales tax, and hotel occupancy tax.
City of Woodcreek	The City of Woodcreek covers approximately 1 square mile and has about 1,850 residents (2022 Census Estimate). 1.3 miles of Cypress Creek pass through Woodcreek. Residents and visitors enjoy Woodcreek's natural beauty, nature trails, and swimming opportunities.	Revenue from sales tax and hotel occupancy tax.
Hays County	All 10.2 miles of Dry Cypress Creek and 5.5 miles of Cypress Creek are within Hays County. Residents and visitors enjoy Hays County's natural beauty, nature trails, and swimming opportunities. The Hays County Parks Department maintains	Revenue from property taxes and swim reservations.

	the Jacob's Well Natural Area, which hosts Jacob's Well Spring—the headwaters of Cypress Creek.	
Hays Trinity Groundwater Conservation District	The Hays Trinity Groundwater Conservation District (HTGCD) is the local governmental body working to conserve, preserve, recharge, and prevent waste of groundwater within western Hays County. The HTGCD has approximately 100 permitted wells and coordinated 7,840 acre-feet of groundwater use in 2021.	Management fees from service connections in public water systems with groundwater permits and well construction authorization transactions.
Guadalupe-Blanco River Authority	The Guadalupe-Blanco River Authority (GBRA) supports responsible watershed protection and stewardship, provides quality operational service, and promotes conservation and educational opportunities to enhance quality of life for those we serve. The GBRA is both a water utility and a wastewater service provider.	Revenue from water and wastewater customers.
Texas Commission on Environmental Quality (TCEQ) – NPS Program	The Texas Commission on Environmental Quality is the environmental agency for the state and strives to protect Texans' public health and natural resources consistent with sustainable economic development with the goal of clean air, clean water, and the safe management of waste. Impaired stream segments cause loss of property values, recreational opportunities, and can jeopardize water supplies.	Impaired water bodies require staff and materials to mitigate.
Wimberley Water Supply Corporation	Several water supply wells pump water from the Middle Trinity Aquifer with about 1,850 connections (residences and businesses) within the Cypress Creek Watershed and greater Wimberley Valley.	Revenue from water customers.
Woodcreek Property Owners Association	The pace of development within Woodcreek North has recently increased which impacts impervious cover, water supply, and potential sources of contaminants. Water supply for the neighborhood comes from Aqua Texas, whose wells directly impact spring flow at Jacob's Well.	Revenue from POA fees.
Academic and Non-profit Organizations		

Texas A&M AgriLife – Master Naturalist Program	The Master Naturalist Program provides well-informed volunteers to provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Texas. Active programs include the Jacob's Well Guides, Restoration Rangers, and Habitat Enhanced Land Management (HELM) programs.	Volunteer group
Texas State University - The Meadows Center for Water and the Environment	The Meadows Center is a research institute located at Texas State University that inspires research, innovation, and leadership that ensures clean abundant water. Meadows Center staff perform CRP quarterly and monthly monitoring on Cypress Creek and the larger watershed which supports the Meadows Center mission and research endeavors.	Research institution
Friends of Wimberley Parks (formerly Friends of Blue Hole)	The Friends of Wimberley Parks is a non-profit that works to promote, protect, preserve, and support Blue Hole Regional Park, Patsy Glenn Refuge, Martha Knies Community Park, Old Baldy Park, Sunrise Park, Oak Park, and Cypress Creek Nature Trail and Preserve.	Non-profit organization
Texas Stream Team	Texas Stream Team, a program managed by the Meadows Center, is dedicated to understanding and protecting Texas waterways through education and volunteer monitoring activities. Texas Stream Team provides training and support of community science-based water quality and environmental monitoring and technical support and assistance with water quality analyses.	Research institution
Watershed Association	The Watershed Association is a non-profit organization working to protect water through land conservation and education across the Hill Country. Watershed Association staff were instrumental in building community support for and forming the CCWPP at its inception.	Non-profit organization

Technical and Administrative needs

Partners identified three key priorities for the next phase of the CCWPP: 1) Continued coordination and communication; 2) Continued water quality monitoring and data analysis; 3) Special projects.

It is proposed that Watershed Association staff take the lead in coordination and communications and host the Watershed Coordinator. Facilitating meetings, emails, and website updates to highlight topics relevant to water quality protection and water availability in the Cypress Creek Watershed benefits all partners such that each partner organization plays a different role in management, oversight, and education. It is proposed that the Cypress Creek Project website be migrated to the Watershed Association domain where staff can curate and update it. Quarterly email and/or website post updates are proposed to document progress towards shared goals and highlight issues of interest for the partners.

Water quality monitoring through the Clean Rivers Program of the six sites along Cypress Creek, seven sites along the Blanco River, and two groundwater monitoring sites within the Wimberley Valley documents conditions and serves as a first alert to water quality problems.

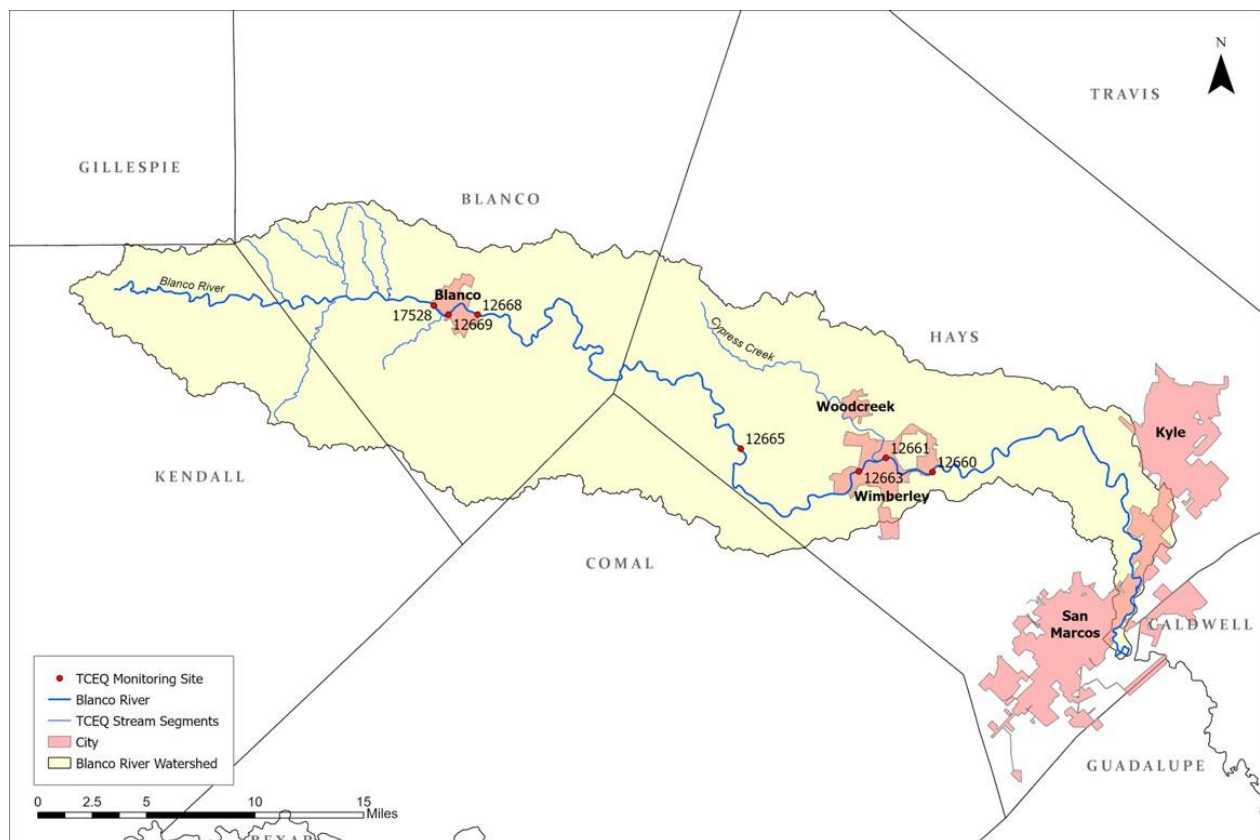


Figure 2. TCEQ/GBRA Clean River Program Sites on the Blanco River (Note: The three sites closest to the Blanco River headwaters are monitored on a monthly basis and the remaining four sites further downstream are monitored on a quarterly basis.)

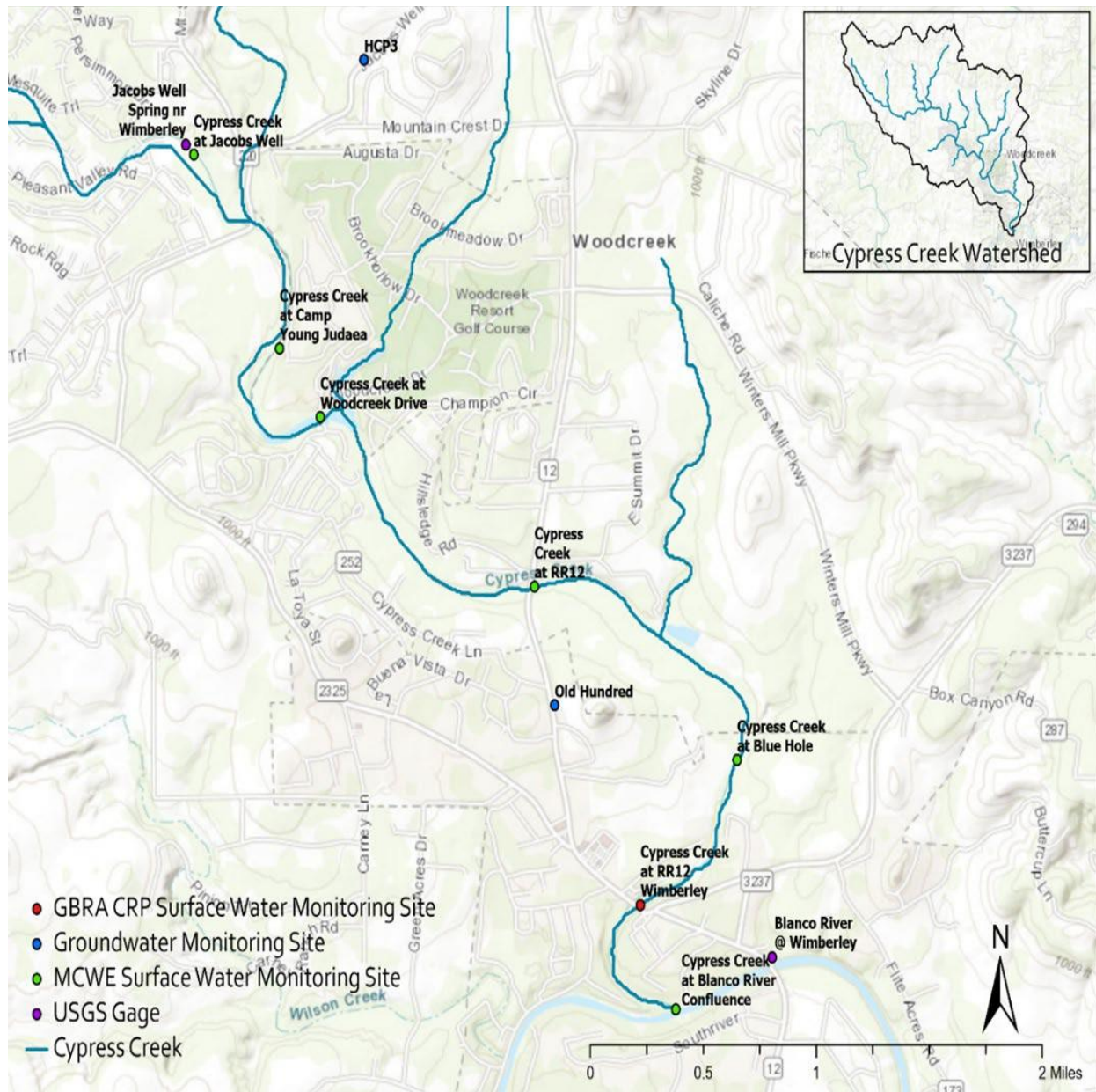


Figure 3. Cypress Creek Monitoring Sites

The Meadows Center has been leading data collection and reporting on behalf of the Watershed Association with support from several of the CCWPP partners since 2012. It is proposed that the Meadows Center report on water quality results in conjunction with quarterly newsletter or website post updates, so partners are aware of trends.

Special projects identified by the partner organizations vary substantially in required time, funding, and skill sets. It is proposed that the Watershed Coordinator and fiscal sponsors collaboratively develop a scope of work for the special project and solicit or contribute required funds for that project.

Next Steps

The sustainability plan offers a foundation for discussions moving forward. The plan and supporting Interlocal Agreement were a topic of discussion at the final Cypress Creek watershed speaker series that took place in mid-July 2023. Stakeholders and fiscal contributors will need to determine a budget mechanism to ensure equitable funding for continued sampling and coordination of watershed protection plan efforts. The Meadows Center and Watershed Association will engage in discussions with key partners throughout the summer of 2024 to confirm support and financial contributions to the Interlocal Agreement.

An initial primary goal of the BCWPP will be to release a request for proposals to identify professional consulting services for a comprehensive planning initiative to update WPP goals including coordination for a regional land/water/transportation master plan, including land use planning, infrastructure improvements, and ordinance enhancements.

The Task Force will also pursue special studies focused on Aquifer Pump Test, Modeling, Planning, Aquifer Storage and Recovery, One Water Infrastructure Plan, and Karst Habitat Protection.



AGENDA ITEM REQUEST FORM: **G. 23.**

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Approve the appointment of Grant Tait to the Emergency Services District (ESD) No. 1 Board of Emergency Services Commissioners, to fill the position formerly held by Robert Luddy, for a term ending December 31, 2024. **SMITH**

Summary

Attachments

Resume

Grant Tait

Dripping Springs, TX 78620

Leader who exemplifies the philosophy that he is only as successful as he enables his team to be. Thoughtful, evidence-based medical practitioner who understands the importance of empathy and dignity in positive patient outcomes. Team player, who understands the importance of personal responsibility. Problem-solver who relishes a challenge and revels in helping colleagues succeed.

Experience

Field Operations Captain: Austin-Travis County EMS

February 2024 – Present

Provide leadership within the field operations team. Mentor new-hires, field-train cadets, driver trainer. Track medic, bike medic.

Special Operations Rescue Captain: Austin-Travis County EMS

July 2021 – February 2024

Provide leadership within the Special Operations team. Mentor new-hires, field-train cadets, driver trainer. Rescue Paramedic duties as noted. Track medic, bike medic.

Special Operations Rescue Paramedic: Austin-Travis County EMS

August 2014 – July 2021

Rescue paramedic, track medic, bike medic, Texas Task Force 1 Flood Boat Operator. Plan and execute high-angle, swiftwater, floodwater, wilderness, confined space, active-shooter and infectious disease medical rescues within Travis County and with TXTF1. Meritorious Service Award recipient. Emergency vehicle driving instructor.

Field Paramedic: Austin-Travis County EMS

October 2007 – Present

Field paramedic, track medic, bike medic. Spearheaded efforts to raise department's public presence, through candid photography of our employees at work. Provided photographic record of memorial service for LOD colleague.

EMT Basic: Metrocare EMS

April 2005 – October 2007

Rural 9-1-1 and metro non-emergent patient transport. Relief and 9-1-1 work in New Orleans, immediately following Hurricane Katrina. Evacuation and relief work in Beaumont/Port Arthur before, during and after Hurricane Rita.

Sales Associate: Whole Earth Provision Company

July 2004 – June 2006

A fun, filler job while I went back to school to change careers.

Grant Tait

Dripping Springs, TX 78620

Content Manager: Austin360.com

October 2002 – April 2004

Oversaw one of the Web's most talented band of content producers, for a site which repeatedly rewrote industry standards for user retention, satisfaction and popularity. Also shot photos, wrote articles and edited content. Spearheaded groundbreaking interactive utility for SXSW coverage.

Content Producer: Austin360.com

April 1998 – October 2002

Responsible for producing and editing editorial content for one of country's premier online city guides. Shot photos, wrote articles and created interactive multimedia content.

Copy Editor: San Angelo Standard-Times

April 1996 – April 1998

Pagination, photography, editing, headline writing, online production. Helped launch the paper's online presence and helped garner an Associated Press award for the paper's coverage of the Republic of Texas standoff in far West Texas.

Education

San Antonio College -- Paramedicine

2007 – 2007

Austin Community College -- EMT-Basic

2004 – 2004

Angelo State University -- BA, Journalism, English

1992 – 1996

Managing Editor for two consecutive years for the school newspaper, leading the publication to multiple wins annual Texas Intercollegiate Press Association conferences. Won 20+ academic scholarships.

Napier University of Edinburgh --Legal Studies

1990 – 1992

Stamford High School – Foreign Exchange Student

1989 – 1990

Dunfermline High School

1982 – 1989

Interests

- Family time, photography, camping, mountain biking, kayaking, volunteering at DSISD.



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Villarreal-Alonzo

Agenda Item

Accept the delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2023 for filing with the Hays County Commissioners Court pursuant to Texas Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual. **VILLARREAL-ALONZO**

Summary

Texas Local Government Code 140.004(d) requires that the community supervision and corrections department (CSCD) file with the Commissioners Court a complete financial statement of the department's preceding fiscal year. The CSCD audited Fiscal Year 2023 Financial Statements are attached.

Attachments

CSCD Letter to Hays County

CSCD Management Letter

CSCD FY2023 Financial Statements



Community Supervision and Corrections Department

Serving the Courts and Communities of Caldwell, Comal and Hays Counties

Eric Aguirre – Director

1703 S. Colorado ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Wednesday, April 3, 2024

Hays County Commissioners Court
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Dear Judge Becerra and Commissioners:

Pursuant to Local Government Code, Section 140.004 and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual, the Community Supervision and Corrections Department (CSCD) of Caldwell, Comal and Hays County files for acceptance, its Financial Statements for the Fiscal Year ending on August 31, 2023.

The attached documents are being filed for informational purposes only and to satisfy the requirements of the above-referenced statute.

Please direct any questions to Charles Torres, CSCD Fiscal Officer or Eric Aguirre, CSCD Executive Director.

Respectfully,

Charles Torres
CSCD Fiscal Officer
1703 S. Colorado, Box 9
Lockhart, Texas 78644
(512) 398-4307

cc: Mr. Eric Aguirre, Director
Central Files

Hays CSCD
712 S. Stagecoach Trail
San Marcos, TX 78666
(512) 353-5892

Comal CSCD
160 E. Bridge St.
New Braunfels, TX 78132
(830) 221-1160

Caldwell CSCD
1703 S. Colorado
Lockhart, TX 78644
(512) 398-4431



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

Communication with Those Charged with Governance

February 9, 2024

To the Caldwell County Community Supervision and Corrections Department
Lockhart, Texas

We have audited the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2023, and have issued our report thereon dated February 9, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated November 1, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with the prescribed basis of accounting that demonstrates compliance with the Texas Departments of Criminal Justice – Community Justice Assistance Division’s financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Caldwell County Community Supervision and Corrections Department solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our firm, as appropriate have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Audit Findings

Management has the responsibility to select and use of appropriate accounting policies. A summary of the significant accounting policies adopted by the Caldwell County Community Supervision and Corrections Department is included in Note 1 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no significant estimates reported in the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no known material misstatements identified during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Caldwell County Community Supervision and Corrections Department's financial statements or to the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated February 9, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

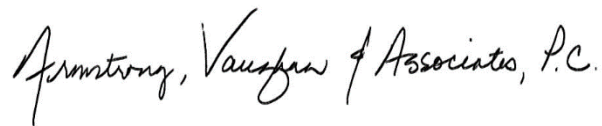
Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Caldwell County Supervision and Corrections Department, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Caldwell County Supervision and Corrections Department's auditors.

This information is intended solely for the information and use of the Board of Judges and management of the Caldwell County Supervision and Corrections Department and is not intended to be and should not be used by anyone other than these specified parties.

It has been our pleasure to provide these services to the Caldwell County Community Supervision and Corrections Department. We urge you to contact us if we can be of further assistance.

Respectfully,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

***CALDWELL COUNTY
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT***

FINANCIAL STATEMENTS

***FOR THE YEAR ENDED
AUGUST 31, 2023***



CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2023

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITOR’S REPORT	1
COMBINED STATEMENT OF FINANCIAL POSITION	4
COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE	6
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES - ALL DIVERSION PROGRAM FUNDS	8
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - BASIC SUPERVISION PROGRAM	10
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - COMMUNITY CORRECTIONS PROGRAM - DISTRICT RESOURCE CENTER	11
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - DIVERSION PROGRAM - MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)	12
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - DIVERSION PROGRAM - MENTAL HEALTH INITIATIVE – SPECIAL NEEDS PROGRAM	13
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - DIVERSION PROGRAM - SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD	14
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - DIVERSION PROGRAM - OUTPATIENT SUBSTANCE ABUSE PROGRAM	15
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - DIVERSION PROGRAM - COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE	16
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN - FUND BALANCE – BUDGET, ACTUAL AND VARIANCE - DIVERSION PROGRAM - PRETRIAL DIVERSION	17
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET, ACTUL AND VARIANCE - TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM (TAIP)	18
NOTES TO FINANCIAL STATEMENTS	19
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - BASIC SUPERVISION PROGRAM	27
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - COMMUNITY CORRECTIONS PROGRAM - DISTRICT RESOURCE CENTER	28

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2023

TABLE OF CONTENTS (CONTINUED)

	<u>PAGE</u>
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - DIVERSION PROGRAM - MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)	29
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - DIVERSION PROGRAM - MENTAL HEALTH INITIATIVE - SPECIAL NEEDS PROGRAM	30
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - DIVERSION PROGRAM - SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD	31
SCHEDULE OF DIFFERENCES BETWEEN - AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - DIVERSION PROGRAM - OUTPATIENT SUBSTANCE ABUSE PROGRAM	32
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - DIVERSION PROGRAM - COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE.....	33
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - DIVERSION PROGRAM - PRETRIAL DIVERSION	34
SCHEDULE OF DIFFERENCES BETWEEN AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD - TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM	35
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING</i> <i>STANDARDS</i>	36
SCHEDULE OF FINDINGS AND QUESTIONED COSTS.....	38
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS	39
TDCJ-CJAD COMPLIANCE CHECKLIST	40



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Caldwell County Community Supervision and Corrections Department (CSCD), which comprise the combined statements of financial position as of August 31, 2023, and the related financial statements of activities for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 9, 2024.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial statements of Caldwell County Community Supervision and Corrections Department for the year ended August 31, 2023 in accordance with the financial reporting provisions of accounting practices prescribed or permitted by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Caldwell County Community Supervision and Corrections Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter — Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As discussed in Note 1, the Caldwell County Community Supervision and Corrections Department prepares its financial statements using accounting practices prescribed or permitted by the TDCJ-CJAD to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws, which practices differ from accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting practices prescribed or permitted by the TDCJ-CJAD to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Caldwell County Community Supervision and Corrections Department's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Caldwell County Community Supervision and Corrections Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Restriction on Use

Our report is intended solely for the information and use of Caldwell County Community Supervision and Corrections Department and the TDCJ-CJAD and is not intended to be and should not be used by anyone other than these specified parties.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 9, 2024 on our consideration of Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

Universal City, Texas

February 9, 2024

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2023

ASSETS	<u>Basic Supervision</u>	<u>Community Corrections</u>	<u>Diversion Programs</u>
<i>Cash and Investments:</i>			
Bank Balances	\$ 2,918,594	\$ 24,708	\$ 57,208
<i>Total Cash and Investments</i>	<u>2,918,594</u>	<u>24,708</u>	<u>57,208</u>
<i>Accounts Receivable:</i>			
Community Supervision Fees	58,817	-	-
Due from Others	<u>34,732</u>	<u>-</u>	<u>-</u>
<i>Total Accounts Receivable</i>	<u>93,549</u>	<u>-</u>	<u>-</u>
TOTAL ASSETS	<u><u>\$ 3,012,143</u></u>	<u><u>\$ 24,708</u></u>	<u><u>\$ 57,208</u></u>
LIABILITIES AND FUND BALANCE			
<i>Liabilities:</i>			
Accounts Payable	\$ 75,785	\$ 12,888	\$ 11,208
Due to TDCJ-CJAD	<u>-</u>	<u>11,820</u>	<u>46,000</u>
<i>Total Liabilities</i>	<u>75,785</u>	<u>24,708</u>	<u>57,208</u>
<i>Fund Balance</i>	<u>2,936,358</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 3,012,143</u></u>	<u><u>\$ 24,708</u></u>	<u><u>\$ 57,208</u></u>

The accompanying notes are an integral part of these financial statements.

<u>TAIP</u>	<u>Total</u>
<u>\$ 4,542</u>	<u>\$ 3,005,052</u>
<u>4,542</u>	<u>3,005,052</u>
-	58,817
-	34,732
-	93,549
<u>\$ 4,542</u>	<u>\$ 3,098,601</u>

\$ 602	\$ 100,483
<u>3,940</u>	<u>61,760</u>
<u>4,542</u>	<u>162,243</u>
-	2,936,358
<u>\$ 4,542</u>	<u>\$ 3,098,601</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE
FOR THE YEAR ENDED AUGUST 31, 2023

	Basic Supervision	Community Corrections	Diversion Programs
REVENUE			
State Aid	\$ 907,837	\$ 600,409	\$ 1,017,482
One-Time Payment	41,103	-	-
Total State Aid Not Including SAFPF	<u>948,940</u>	<u>600,409</u>	<u>1,017,482</u>
State Aid: SAFPF	7,336	-	-
Community Supervision Fees	3,491,923	-	-
Payments by Program Participants	268,091	47,036	-
Interest Income	169,806	-	-
Other Revenue	6,296	-	-
TOTAL REVENUE	<u>4,892,392</u>	<u>647,445</u>	<u>1,017,482</u>
EXPENDITURES			
Salaries & Fringe Benefits	4,583,843	540,151	1,055,603
Travel & Furnished Transportation	80,247	133,870	9,150
Contract Services for Offenders	67,486	-	30,170
Professional Fees	213,605	1,745	3,508
Supplies & Operating Expenses	120,372	15,142	59,249
Utilities	31,413	-	-
Equipment	194,443	19,969	-
TOTAL EXPENDITURES	<u>5,291,409</u>	<u>710,877</u>	<u>1,157,680</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>(399,017)</u>	<u>(63,432)</u>	<u>(140,198)</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	14,015	-	79,934
Basic Supervision Interfund Transfer Out	(79,934)	-	(14,015)
CC Interfund Transfer In from DP and TAIP	-	10,636	17,598
CC Interfund Transfer Out to DP and TAIP	<u>-</u>	<u>(25,801)</u>	<u>(2,433)</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(65,919)</u>	<u>(15,165)</u>	<u>81,084</u>
PRIOR YEAR ENDING FUND BALANCE	3,401,294	90,417	105,114
Refund Due to TDCJ-CJAD	<u>-</u>	<u>(11,820)</u>	<u>(46,000)</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 2,936,358</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

TAIP	Total
\$ 167,000	\$ 2,692,728
-	41,103
167,000	2,733,831
-	7,336
-	3,491,923
-	315,127
-	169,806
-	6,296
167,000	6,724,319
159,592	6,339,189
2,208	225,475
5,200	102,856
580	219,438
2,300	197,063
-	31,413
-	214,412
169,880	7,329,846
(2,880)	(605,527)
-	93,949
-	(93,949)
8,203	36,437
(8,203)	(36,437)
-	-
6,820	3,603,645
(3,940)	(61,760)
\$ -	\$ 2,936,358

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES
ALL DIVERSION PROGRAM FUNDS
FOR THE YEAR ENDED AUGUST 31, 2023

	Mentally Impaired Specialized Caseload (non-initiative)	Mental Health Initiative - Special Needs	Substance Abuse and Aftercare Caseload
REVENUE			
State Aid	\$ 175,000	\$ 106,000	\$ 241,511
TOTAL REVENUE	<u>175,000</u>	<u>106,000</u>	<u>241,511</u>
EXPENDITURES			
Salaries & Fringe Benefits	172,906	88,277	261,779
Travel & Furnished Transportation	1,335	815	690
Contracted Services for Offenders	1,910	560	-
Professional Fees	565	260	565
Supplies & Operating Expenses	4,190	6,684	1,570
TOTAL EXPENDITURES	<u>180,906</u>	<u>96,596</u>	<u>264,604</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>(5,906)</u>	<u>9,404</u>	<u>(23,093)</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	6,120	4,662	24,051
Basic Supervision Interfund Transfer Out	(6,120)	(4,662)	(3,233)
CC Interfund Transfer In to DP	-	-	-
CC Interfund Transfer Out from DP	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>20,818</u>
PRIOR YEAR ENDING FUND BALANCE	17,841	11,667	3,940
Refund to TDCJ-CJAD	(11,935)	(21,071)	(1,665)
Adjusted Beginning Fund Balance	<u>5,906</u>	<u>(9,404)</u>	<u>2,275</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

Outpatient Substance Abuse	Counseling- Assessment, Evaluation, Cognitive	Pretrial Diversion	Total
<u>\$ 303,412</u>	<u>\$ 109,000</u>	<u>\$ 82,559</u>	<u>\$ 1,017,482</u>
<u>303,412</u>	<u>109,000</u>	<u>82,559</u>	<u>1,017,482</u>
312,331	93,510	126,800	1,055,603
3,963	1,366	981	9,150
11,100	16,600	-	30,170
1,100	463	555	3,508
30,000	13,305	3,500	59,249
<u>358,494</u>	<u>125,244</u>	<u>131,836</u>	<u>1,157,680</u>
<u>(55,082)</u>	<u>(16,244)</u>	<u>(49,277)</u>	<u>(140,198)</u>
-	-	45,101	79,934
-	-	-	(14,015)
15,165	2,433	-	17,598
<u>-</u>	<u>(2,433)</u>	<u>-</u>	<u>(2,433)</u>
<u>15,165</u>	<u>-</u>	<u>45,101</u>	<u>81,084</u>
44,368	20,890	6,408	105,114
<u>(4,451)</u>	<u>(4,646)</u>	<u>(2,232)</u>	<u>(46,000)</u>
<u>39,917</u>	<u>16,244</u>	<u>4,176</u>	<u>59,114</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 948,940	\$ 907,837	\$ (41,103)
State Aid: SAFPF	7,500	7,336	(164)
Community Supervision Fees	2,800,000	3,491,923	691,923
Payments by Program Participants	250,000	268,091	18,091
Interest Income	30,000	169,806	139,806
Carry Over from Previous FY (Prior Year Ending Fund Balance)	3,401,294	3,401,294	-
Other Revenue	-	6,296	6,296
Basic Supervision Interfund Transfer In	14,015	14,015	-
Basic Supervision Interfund Transfer Out	(79,934)	(79,934)	-
TOTAL REVENUE	<u>7,371,815</u>	<u>8,186,664</u>	<u>814,849</u>
EXPENDITURES			
Salaries & Fringe Benefits	5,832,188	4,583,843	1,248,345
Travel & Furnished Transportation	130,700	80,247	50,453
Contract Services for Offenders	69,800	67,486	2,314
Professional Fees	370,900	213,605	157,295
Supplies & Operating Expenses	645,197	120,372	524,825
Utilities	79,000	31,413	47,587
Equipment	244,030	194,443	49,587
TOTAL EXPENDITURES	<u>7,371,815</u>	<u>5,291,409</u>	<u>2,080,406</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	2,895,255	\$ 2,895,255
OTHER FINANCING SOURCES (USES) ACTUALS			
One-Time Payment - Actual		41,103	
TOTAL OTHER FINANCING SOURCES (USES)		<u>41,103</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 2,936,358</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 600,409	\$ 600,409	\$ -
Payments by Program Participants	45,000	47,036	2,036
Carry Over from Previous FY (Prior Year Ending Fund Balance)	90,417	90,417	-
CC Interfund Transfer In from DP and TAIP	10,636	10,636	-
CC Interfund Transfer Out to DP and TAIP	(25,801)	(25,801)	-
TOTAL REVENUE	<u>720,661</u>	<u>722,697</u>	<u>2,036</u>
EXPENDITURES			
Salaries & Fringe Benefits	540,151	540,151	-
Travel & Furnished Transportation	136,400	133,870	2,530
Professional Fees	2,200	1,745	455
Supplies & Operating Expenses	17,050	15,142	1,908
Equipment	24,860	19,969	4,891
TOTAL EXPENDITURES	<u>720,661</u>	<u>710,877</u>	<u>9,784</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	11,820	\$ 11,820
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(11,820)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(11,820)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 175,000	\$ 175,000	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	17,841	17,841	-
Basic Supervision Interfund Transfer In	6,120	6,120	-
Basic Supervision Interfund Transfer Out	(6,120)	(6,120)	-
TOTAL REVENUE	<u>192,841</u>	<u>192,841</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	172,906	172,906	-
Travel & Furnished Transportation	1,750	1,335	415
Contracted Services for Offenders	13,205	1,910	11,295
Professional Fees	750	565	185
Supplies & Operating Expenses	4,230	4,190	40
TOTAL EXPENDITURES	<u>192,841</u>	<u>180,906</u>	<u>11,935</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	11,935	\$ 11,935
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(11,935)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(11,935)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE – SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 106,000	\$ 106,000	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	11,667	11,667	-
Basic Supervision Interfund Transfer In	4,662	4,662	-
Basic Supervision Interfund Transfer Out	(4,662)	(4,662)	-
TOTAL REVENUE	<u>117,667</u>	<u>117,667</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	88,277	88,277	-
Travel & Furnished Transportation	2,700	815	1,885
Contracted Services for Offenders	19,050	560	18,490
Professional Fees	900	260	640
Supplies & Operating Expenses	6,740	6,684	56
TOTAL EXPENDITURES	<u>117,667</u>	<u>96,596</u>	<u>21,071</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	21,071	\$ 21,071
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(21,071)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(21,071)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 241,511	\$ 241,511	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	3,940	3,940	-
Basic Supervision Interfund Transfer In	24,051	24,051	-
Basic Supervision Interfund Transfer Out	(3,233)	(3,233)	-
TOTAL REVENUE	<u>266,269</u>	<u>266,269</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	261,779	261,779	-
Travel & Furnished Transportation	2,000	690	1,310
Professional Fees	900	565	335
Supplies & Operating Expenses	1,590	1,570	20
TOTAL EXPENDITURES	<u>266,269</u>	<u>264,604</u>	<u>1,665</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	1,665	\$ 1,665
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(1,665)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(1,665)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
OUTPATIENT SUBSTANCE ABUSE PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 303,412	\$ 303,412	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	44,367	44,368	1
CC Interfund Transfer In to DP	15,165	15,165	-
TOTAL REVENUE	<u>362,944</u>	<u>362,945</u>	<u>1</u>
EXPENDITURES			
Salaries & Fringe Benefits	316,044	312,331	3,713
Travel/Furnished Transportation	4,200	3,963	237
Contract Services for Offenders	11,500	11,100	400
Professional Fees	1,200	1,100	100
Supplies & Operating Expenses	30,000	30,000	-
TOTAL EXPENDITURES	<u>362,944</u>	<u>358,494</u>	<u>4,450</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	4,451	\$ 4,449
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(4,451)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(4,451)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 109,000	\$ 109,000	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	20,889	20,890	(1)
CC Interfund Transfer In to DP	2,433	2,433	-
CC Interfund Transfer Out from DP	(2,433)	(2,433)	-
TOTAL REVENUE	<u>129,889</u>	<u>129,890</u>	<u>(1)</u>
EXPENDITURES			
Salaries & Fringe Benefits	94,289	93,510	779
Travel & Furnished Transportation	1,850	1,366	484
Contract Services for Offenders	18,500	16,600	1,900
Professional Fees	500	463	37
Supplies & Operating Expenses	14,750	13,305	1,445
TOTAL EXPENDITURES	<u>129,889</u>	<u>125,244</u>	<u>4,645</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	4,646	\$ 4,644
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(4,646)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(4,646)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
PRETRIAL DIVERSION
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 82,559	\$ 82,559	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	6,408	6,408	-
Basic Supervision Interfund Transfer In	45,101	45,101	-
TOTAL REVENUES	<u>134,068</u>	<u>134,068</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	126,908	126,800	108
Travel & Furnished Transportation	2,500	981	1,519
Professional Fees	1,150	555	595
Supplies & Operating Expenses	3,510	3,500	10
	<u>134,068</u>	<u>131,836</u>	<u>2,232</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	2,232	\$ 2,232
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(2,232)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(2,232)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM (TAIP)
FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	2023 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 167,000	\$ 167,000	\$ -
Carry Over from Previous FY (Prior Year Ending Fund Balance)	6,820	6,820	-
CC Interfund Transfer In to TAIP	8,203	8,203	-
CC Interfund Transfer Out from TAIP	(8,203)	(8,203)	-
TOTAL REVENUES	<u>173,820</u>	<u>173,820</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	159,920	159,592	328
Travel & Furnished Transportation	2,500	2,208	292
Contract Services for Offenders	8,500	5,200	3,300
Professional Fees	600	580	20
Supplies & Operating Expenses	2,300	2,300	-
TOTAL EXPENDITURES	<u>173,820</u>	<u>169,880</u>	<u>3,940</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	3,940	\$ 3,940
PRIOR YEAR ENDING FUND BALANCE			
Refund to TDCJ-CJAD - Actuals		<u>(3,940)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(3,940)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ -</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
AUGUST 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. REPORTING ENTITY

The Caldwell County Community Supervision and Corrections Department (CSCD), a special purpose district of state government, was organized to provide certain adult probation services to judicial districts in Caldwell, Comal, and Hays Counties. The CSCD is not a department of Caldwell, Comal, or Hays Counties, nor is it an agency of the State of Texas.

The accompanying financial statements include the revenue of the Caldwell County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) from state appropriations for the Basic Supervision Fund, Community Corrections Funds, Diversion Program Grant Funds, Treatment Alternatives to Incarceration Program Grant Funds, local fees collected for the use of the CSCD, and the expenditure of those funds.

B. BASIS OF ACCOUNTING

Since the Department receives funding from State government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statement. The accounts of the Caldwell CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled. All Caldwell County Community Supervision and Corrections Department funds and the purposes for which they may be spent and means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31 for financial activity performed by August 31, are considered available. Also, purchases for which the commitment has been established by August 31, are considered liabilities regardless of whether possession of these goods has been received by August 31, provided that the liability purchase is received and paid by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund balance.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

B. BASIS OF ACCOUNTING (CONT.)

Funds of the Caldwell CSCD are grouped into the agency fund type for the purpose of operation on the Caldwell County, Texas' accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Caldwell, Comal, or Hays Counties, Texas budget process and are held in a purely custodial capacity.

C. BUDGETS (ACCOUNTING AND LEGAL COMPLIANCE)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the Texas Department of Criminal Justice – Community Justice Assistance Division. Any amendments to the budget over \$15,000 or fifteen percent (15%), whichever is greater, must also be approved by TDCJ-CJAD. Only budget adjustment requests, at year-end, received by November 30th, will be reviewed and approved or disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after November 30th, for the previous fiscal year. The annual budget is adopted on a basis consistent with TDCJ-CJAD financial reporting requirements which is a comprehensive basis other than generally accepted accounting principles. Only budget amendments approved by TDCJ-CJAD should be referred to in performing the financial audit. Funds not required to be budgeted include Sex Offender Fees and Crime Victims' Compensation Fund collections when applicable. Budget amounts presented in this report are the final amended amounts.

D. CASH AND INVESTMENTS

Cash and investments include amounts in demand deposits, investments with a pooled investment fund (LOGIC) and DWS Government Cash Institutions Shares. The CSCD reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The CSCD's investments in the Pool are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool maintains a consistent net asset value per share that approximates the fair value of the underlying securities. These investments are reported at net asset value. State laws authorize the CSCD to invest in insured securities, or securities backed by the U.S. government (See Note 2).

E. FISCAL YEAR

The Caldwell County Community Supervision and Corrections Department has a fiscal year beginning on September 1 of each year and ending on August 31.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 2 – CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011 I and Local Government Code 113.022 and 140.003(f)).

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. The depository bank deposits for safekeeping and trust with the CSCD's agent bank approved pledge securities in an amount sufficient to protect CSCD funds on a day-to-day basis during the period of the contract.

A. CASH

At August 31, 2023, the carrying amount of the CSCD cash deposits were \$337,640 and the bank balance was \$397,849. As of August 31, 2023, the bank balance was covered by federal deposit insurance and pledged securities having a market value of \$1,401,028 as collateral.

Those CSCD employees who have access to public funds are covered by a surety bond. The surety bond also covers those employees who maintain and administer public funds.

B. CHANGE FUND

The CSCD does not utilize change funds.

C. PETTY CASH

The CSCD does not utilize petty cash funds.

D. INVESTMENTS

The CSCD is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the CSCD adhered to the requirements of the Act. Additionally, investment practices of the CSCD were in accordance with local policies.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

The Act determines the types of investments which are allowable for the CSCD. These include, with certain restrictions, 1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, 2) certificates of deposit, 3) certain municipal securities, 4) securities lending program, 5) repurchase agreements, 6) bankers acceptances, 7) mutual funds, 8) investment pools, 9) guaranteed investment contracts, and 10) commercial paper.

Public funds investment pools in Texas (“Pools”) are established under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the “Act”), Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares. LOGIC Investment is an investment pool that meets this criterion. Cash Account Trust – Deutsche Government Cash is an SEC registered money market fund that is rated AAA-m by Standard & Poor’s, and also seeks to maintain a net asset value of \$1.

Investments are stated at fair value (plus accrued interest) except for money market investments and participating interest-earning investment contracts (U.S. Treasuries) that have a remaining maturity at time of purchase of one year or less. Those investments are stated at amortized cost. Likewise, certificates of deposit are stated at amortized cost.

It is the policy of the CSCD that the administration of its funds and the investments of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the CSCD and conforming to all applicable state and CSCD statutes governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the CSCD to be in complete compliance with local law and the Texas Public Funds Investment Act. The earnings from investment will be used in a manner that best serves the public trust and interest of the CSCD.

The CSCD’s investments at August 31, 2023 are as shown below and are reported using Level 1 inputs:

	<u>Reported Value</u>
First Lockhart National Bank	\$ 1,570
LOGIC	1,630,997
Cash Account Money Market - DWS	1,838,213
Total Investment	<u>\$ 3,470,780</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

In addition, the Caldwell, Comal and Hays Counties have provided funding for additional equipment and facilities costs not funded through the basic program. Those funds were held in collateralized bank and investment accounts which generated \$7,414 of interest income and were also not included in this report. At August 31, 2023, the carrying amount of facilities deposits was \$89,743 and the bank balance was \$97,619. Facilities investments at August 31, 2023 totaled \$147,755 using Level 1 inputs. Facilities funding is not required to be reported on the Combined Statement of Financial Position or the financial reports submitted to TDCJ-CJAD.

NOTE 3 – INTERFUND TRANSFERS

Interfund transfers during the year ended August 31, 2023, were as follows:

Transferring Fund	Receiving Fund	Amount	Description/ Purpose
Basic Supervision	DP - Substance Abuse and Aftercare Caseload	\$ 24,051	Insufficient DP Funding
Basic Supervision	DP - Pretrial Diversion	45,101	Insufficient DP Funding
Basic Supervision	DP - Special Needs	4,662	Insufficient DP Funding
Basic Supervision	DP - Mental Health Non Initiative	6,120	Insufficient DP Funding
	Total Transfers Out of BS	<u>79,934</u>	
Community Corrections	DP - Outpatient Substance Abuse	15,165	Insufficient DP Funding
Community Corrections	DP - Counseling	2,433	Insufficient DP Funding
Community Corrections	TAIP	8,203	Insufficient TAIP Funding
	Total Transfers Out of CCP	<u>25,801</u>	
DP - Mental Health Non Initiative	Basic Supervision	6,120	Return of unused funds from DP
DP - Special Needs	Basic Supervision	4,662	Return of unused funds from DP
DP - Substance Abuse and Aftercare Caseload	Basic Supervision	3,233	Return of unused funds from DP
	Total Transfers In to BS	<u>14,015</u>	
DP - Counseling	Community Corrections	2,433	Return of unused funds from DP
TAIP	Community Corrections	8,203	Return of unused funds from TAIP
	Total Transfers In to CCP	<u>\$ 10,636</u>	

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 4 – PRIOR PERIOD ADJUSTMENT

During the year ended August 31, 2023, there were no prior period adjustments.

NOTE 5 – REFUNDS

There were no refunds issued during the year ended August 31, 2023. However, at the end of the year, the CSCD owed end of biennium refunds to TDCJ-CJAD in the following programs:

<u>Program</u>	<u>Amount</u>
CCP - District Resource Center	\$ 11,820
DP - Mentally Impaired Specialized Caseload	11,935
DP - Mental Health Initiative - Special Needs	21,071
DP - Substance Abuse and Aftercare Caseload	1,665
DP - Outpatient Substance Abuse	4,451
DP - Contract Residential Services	4,646
DP - Pretrial Diversion	2,232
TAIP	3,940
	<u>\$ 61,760</u>

NOTE 6 – BUDGET VARIANCES

There were no expenditures in excess of budgeted appropriations in individual programs.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 7 – FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

Funds collected by Caldwell County Community Supervision and Corrections Department from sources other than TDCJ-CJAD which are required by TDCJ-CJAD to be reported on the financial reports are as shown below:

Source	Amount Received	Restrictions for Use	Expended In Accordance With Restriction
Community Supervision Fees	\$ 3,491,923	Texas Code of Criminal Procedure Article 42A.652 (a); FMM for TDCJ-CJAD Funding restrictions.	Yes
Payments by Program Participants:			
Pretrial Intervention Program Fees	188,891	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
UA Fees	79,200	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Drug Education Fees	240	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Life Skill Education Fees	3,055	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
IOP Fees	29,304	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
MRT Fees	14,437	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Payments by Program Participants	315,127	Government Code, Section 76.015; Section 19, Article 42.12 Code of Criminal Procedures; Financial Management Manual for TDCJ-CJAD Funding restrictions.	Yes
Interest Income	169,806	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Other Revenue:			
HHS Restitution Fraud Collection Fees	3,429	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Auction Proceeds	2,867	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Other Revenue	\$ 6,296		

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2023

NOTE 8 – COMMITMENTS AND CONTINGENCIES

The management of the Caldwell County Community Supervision and Corrections Department is not aware of any pending or threatened litigation that would result in any significant financial impact nor is management aware of any other commitments or contingencies which might significantly affect these financial statements.

NOTE 9 – SUBSEQUENT EVENTS

No events occurred subsequent to year end and through the date of this report that would require disclosure in this financial report.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 907,837	\$ 907,837	\$ -
One-Time Payment	41,103	41,103	-
Total State Aid Not Including SAFPF	948,940	948,940	-
State Aid: SAFPF	7,336	7,336	-
Community Supervision Fees	3,491,923	3,491,923	-
Payments by Program Participants	268,091	268,091	-
Interest Income	169,806	169,806	-
Other Revenue	6,296	6,296	-
TOTAL REVENUE	4,892,392	4,892,392	-
EXPENDITURES			
Salaries & Fringe Benefits	4,583,843	4,583,843	-
Travel & Furnished Transportation	80,247	80,247	-
Contract Services for Offenders	67,486	67,486	-
Professional Fees	213,605	213,605	-
Supplies & Operating Expenses	120,372	120,372	-
Utilities	31,413	31,413	-
Equipment	194,443	194,443	-
TOTAL EXPENDITURES	5,291,409	5,291,409	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(399,017)	(399,017)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	14,015	14,015	-
Basic Supervision Interfund Transfer Out	(79,934)	(79,934)	-
TOTAL OTHER FINANCING SOURCES (USES)	(65,919)	(65,919)	-
PRIOR YEAR ENDING FUND BALANCE	3,401,294	3,401,294	-
AUDITED YEAR ENDING FUND BALANCE	\$ 2,936,358	\$ 2,936,358	\$ -

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 600,409	\$ 600,409	\$ -
Payments by Program Participants	47,036	47,036	-
TOTAL REVENUE	<u>647,445</u>	<u>647,445</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	540,151	540,151	-
Travel & Furnished Transportation	133,870	133,870	-
Professional Fees	1,745	1,745	-
Supplies & Operating Expenses	15,142	15,142	-
Equipment	19,969	19,969	-
TOTAL EXPENDITURES	<u>710,877</u>	<u>710,877</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(63,432)	(63,432)	-
OTHER FINANCING SOURCES (USES)			
CC Interfund Transfer In from DP and TAIP	10,636	10,636	-
CC Interfund Transfer Out to DP and TAIP	(25,801)	(25,801)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(15,165)</u>	<u>(15,165)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	90,417	90,417	-
Refund Due to TDCJ-CJAD	(11,820)	(11,820)	-
Adjusted Beginning Fund Balance	78,597	78,597	-
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 175,000	\$ 175,000	\$ -
TOTAL REVENUE	<u>175,000</u>	<u>175,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	172,906	172,906	-
Travel & Furnished Transportation	1,335	1,335	-
Contracted Services for Offenders	1,910	1,910	-
Professional Fees	565	565	-
Supplies & Operating Expenses	4,190	4,190	-
TOTAL EXPENDITURES	<u>180,906</u>	<u>180,906</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(5,906)	(5,906)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	6,120	6,120	-
Basic Supervision Interfund Transfer Out	(6,120)	(6,120)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	17,841	17,841	-
Refund Due to TDCJ-CJAD	(11,935)	(11,935)	-
Adjusted Beginning Fund Balance	<u>5,906</u>	<u>5,906</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE - SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 106,000	\$ 106,000	\$ -
TOTAL REVENUE	<u>106,000</u>	<u>106,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	88,277	88,277	-
Travel & Furnished Transportation	815	815	-
Contracted Services for Offenders	560	560	-
Professional Fees	260	260	-
Supplies & Operating Expenses	6,684	6,684	-
TOTAL EXPENDITURES	<u>96,596</u>	<u>96,596</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	9,404	9,404	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	4,662	4,662	-
Basic Supervision Interfund Transfer Out	(4,662)	(4,662)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	11,667	11,667	-
Refund Due to TDCJ-CJAD	(21,071)	(21,071)	-
Adjusted Beginning Fund Balance	<u>(9,404)</u>	<u>(9,404)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 241,511	\$ 241,511	\$ -
TOTAL REVENUE	<u>241,511</u>	<u>241,511</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	261,779	261,779	-
Travel & Furnished Transportation	690	690	-
Professional Fees	565	565	-
Supplies & Operating Expenses	<u>1,570</u>	<u>1,570</u>	<u>-</u>
TOTAL EXPENDITURES	<u>264,604</u>	<u>264,604</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(23,093)	(23,093)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	24,051	24,051	-
Basic Supervision Interfund Transfer Out	<u>(3,233)</u>	<u>(3,233)</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>20,818</u>	<u>20,818</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	3,940	3,940	-
Refund Due to TDCJ-CJAD	<u>(1,665)</u>	<u>(1,665)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>2,275</u>	<u>2,275</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
OUTPATIENT SUBSTANCE ABUSE PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Audit	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 303,412	\$ 303,412	\$ -
TOTAL REVENUE	<u>303,412</u>	<u>303,412</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	312,331	312,331	-
Travel & Furnished Transportation	3,963	3,963	-
Contract Services for Offenders	11,100	11,100	-
Professional Fees	1,100	1,100	-
Supplies & Operating Expenses	30,000	30,000	-
TOTAL EXPENDITURES	<u>358,494</u>	<u>358,494</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(55,082)	(55,082)	-
OTHER FINANCING SOURCES (USES)			
CC Interfund Transfer In to DP	15,165	15,165	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>15,165</u>	<u>15,165</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	44,368	44,368	-
Refund Due to TDCJ-CJAD	(4,451)	(4,451)	-
Adjusted Beginning Fund Balance	39,917	39,917	-
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 109,000	\$ 109,000	\$ -
TOTAL REVENUE	<u>109,000</u>	<u>109,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	93,510	93,510	-
Travel & Furnished Transportation	1,366	1,366	-
Contract Services for Offenders	16,600	16,600	-
Professional Fees	463	463	-
Supplies & Operating Expenses	13,305	13,305	-
TOTAL EXPENDITURES	<u>125,244</u>	<u>125,244</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(16,244)	(16,244)	-
OTHER FINANCING SOURCES (USES)			
CC Interfund Transfer In to DP	2,433	2,433	-
CC Interfund Transfer Out from DP	<u>(2,433)</u>	<u>(2,433)</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	20,890	20,890	-
Refund Due to TDCJ-CJAD	<u>(4,646)</u>	<u>(4,646)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>16,244</u>	<u>16,244</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
PRETRIAL DIVERSION
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 82,559	\$ 82,559	\$ -
TOTAL REVENUE	<u>82,559</u>	<u>82,559</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	126,800	126,800	-
Travel & Furnished Transportation	981	981	-
Professional Fees	555	555	-
Supplies & Operating Expenses	<u>3,500</u>	<u>3,500</u>	<u>-</u>
TOTAL EXPENDITURES	<u>131,836</u>	<u>131,836</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(49,277)	(49,277)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	<u>45,101</u>	<u>45,101</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>45,101</u>	<u>45,101</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	6,408	6,408	-
Refund Due to TDCJ-CJAD	<u>(2,232)</u>	<u>(2,232)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>4,176</u>	<u>4,176</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 167,000	\$ 167,000	\$ -
TOTAL REVENUE	<u>167,000</u>	<u>167,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	159,592	159,592	-
Travel & Furnished Transportation	2,208	2,208	-
Contract Services for Offenders	5,200	5,200	-
Professional Fees	580	580	-
Supplies & Operating Expenses	<u>2,300</u>	<u>2,300</u>	<u>-</u>
TOTAL EXPENDITURES	<u>169,880</u>	<u>169,880</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(2,880)	(2,880)	-
OTHER FINANCING SOURCES (USES)			
CC Interfund Transfer In to TAIP	8,203	8,203	-
CC Interfund Transfer Out from TAIP	<u>(8,203)</u>	<u>(8,203)</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	6,820	6,820	-
Refund Due to TDCJ-CJAD	<u>(3,940)</u>	<u>(3,940)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>2,880</u>	<u>2,880</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2023, and the related notes to the financial statements, which collectively comprise Caldwell County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated February 9, 2024.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Caldwell County Community Supervision and Corrections Department's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Results on Compliance and Other Matters

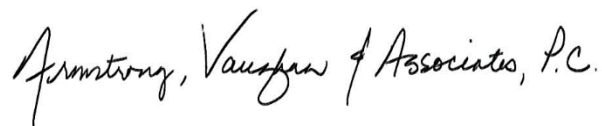
As part of obtaining reasonable assurance about whether Caldwell County Community Supervision and Corrections Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Governmental Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and Texas Department of Criminal Justice Audit Requirements in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Caldwell County Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice-Community Justice Assistance Division and is not intended to be and should not be used by anyone other than those specified parties.

Respectfully submitted,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

February 9, 2024

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2023

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE PRIOR YEAR ENDED AUGUST 31, 2022

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
TDCJ-CJAD COMPLIANCE CHECKLIST
FOR THE YEAR ENDED AUGUST 31, 2023

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-4)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1 and 2 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. X ___ ___ Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Credit (Procurement) Cards, FMM Internal Controls, Separation of Duties, Credit Cards, (Question 2)

CSCDs may obtain a credit card in the CSCD's name for official use only. Charges to the CSCD credit card for personal items shall not be allowed, even if promptly reimbursed. If a credit card is maintained by the CSCD for official expenditures, the CSCD shall maintain a written policy regarding credit card use by employees.

2. X ___ ___ If the CSCD has a credit (procurement) card for official CSCD use, does the CSCD have a written policy regarding credit card use by employees and is the CSCD following the policy?

Equipment, FMM Disposal of Surplus Property / Allowable and Unallowable Expenditures, Equipment, (Question 3)

Equipment items purchased valued at \$1,000 or more and has a useful life of more than three years must be tagged and included on an inventory list. Inventory tags indicating CSCD ownership must be placed on all equipment purchased with CSCD funds. Periodic inventory testing must be performed by the CSCD, and an updated annual inventory kept on file for auditing purposes.

3. X ___ ___ Was equipment physically inventoried and adequately supported with an inventory form?

Cash Matching for Grants; FMM Grants, Donations, Fees (Question 4)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

4. ___ ___ X Was cash matching properly authorized, budgeted, and expended?

FINANCIAL STATEMENTS (Questions 5-11)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 5, 7, 9, and 11 are answered **NO**. All sources identified in questions 6, 8, & 10-11 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

5. X ___ Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 6-7)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision.

Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

6. X ___ Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

7. X ___ ___ If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligations, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 8-9)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

8. ___ X In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

9. ___ ___ X Were the appropriate budget adjustments made for any reallocated funds?

Budget Variances, FMM Budgets (Question 10)

All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. **If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.**

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

10. ___ X Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Actual, and Variance for the fiscal year audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 11)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

11. ___ ___ X If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING (Questions 12-14)

An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 12-14 are answered **NO**.

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports (Questions 12-14)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although CSCDs are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the CSCD to report an accrual, as of August 31st on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31st.

- | | | |
|-----|--------------|--|
| 12. | <u>X</u> ___ | Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds? |
| 13. | <u>X</u> ___ | Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD? |
| 14. | <u>X</u> ___ | Were proper cutoff procedures observed at the end of each fiscal period? <i>The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is October 31st, of the fiscal year audited.</i> |

FUNDS COLLECTED FROM NON TDCJ-CJAD SOURCES WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 15-24)

An explanation is required in the Funds Collected from Non TDCJ-CJAD Sources Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 15-16, or 24, are answered **NO** or 18-19, or 22-23 answered **YES**.

If any of the fees identified in questions 17, 20, and 21 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.

- | | | |
|-----|--------------|--|
| 15. | <u>X</u> ___ | Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, Special Grant Conditions, and applicable laws? |
| 16. | <u>X</u> ___ | Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements? |

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 17-19)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

- | | | |
|-----|---------------------|---|
| 17. | ___ <u>X</u> | Did the CSCD collect any administrative fees of \$25-\$60 from offender and/or non-offender individuals who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e., Community Supervision Fees)? |
| 18. | ___ ___ <u>X</u> | If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee? |
| 19. | ___ ___ <u>X</u> | If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure? |

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements
(Question 20)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section 76.011, Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article 102.0121; or (2) necessary to the defendant's successful completion of the program.

20. ☒ ___ Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fees (i.e., Transaction Administrative Fees); Texas Code of Criminal Procedure, Article 102.072, FMM
Statutory Requirements (Questions 21-24)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article 103.003 or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

21. ___ ☒ Did the CSCD collect **administrative fees** (i.e. **transaction administrative fees**) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

22. ___ ___ ☒ If collected, did any single **transaction administrative** fee exceed the allowable \$2?

23. ___ ___ ☒ If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

24. ___ ___ ☒ If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (Questions 25-28)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 25-28, 30, 34-35, and 36 are answered **NO**. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.

Deposits and Disbursement Requirements, (Questions 25-28)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter 351, Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (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. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code, Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

- | | | |
|-----|--|---|
| 25. | <input checked="" type="checkbox"/> <input type="checkbox"/> | Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited? |
| 26. | <input checked="" type="checkbox"/> <input type="checkbox"/> | Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited? |
| 27. | <input checked="" type="checkbox"/> <input type="checkbox"/> | Were all the CSCD's state aid and net funds (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |
| 28. | <input checked="" type="checkbox"/> <input type="checkbox"/> | Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited? |

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (*Questions 29-30*)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

- | | | |
|-----|---|--|
| 29. | <input type="checkbox"/> <input checked="" type="checkbox"/> | Did the CSCD maintain a change fund authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (<i>FMM Fiscal Officer</i>). |
| 30. | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> | Was the change fund <u>only</u> used to make change in connection with collections that are due and payable to the CSCD? |

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (*Questions 31-35*)

Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million (FMM, State Payments, Financial Reports, Community Corrections Facility, and Fiscal Officer).

31. ___ X Did the CSCD maintain **petty cash** in the fiscal year audited?
32. ___ ___ X Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?
33. ___ ___ X Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?
34. ___ ___ X Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?
35. ___ ___ X Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (Question 36)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct accounting and disposition of the change fund or petty cash fund.

36. X ___ Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Question 37)

*An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if question 37 is answered **NO**.*

37. X ___ Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the CSCD's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

COMPLIANCE Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 38-42)

*An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs If questions 38-42 are answered **YES**.*

38. ___ X Were there any instances of deficiencies in internal control noted by the auditor?
39. ___ X Were there any instances of non-compliance noted by the auditor?
40. ___ X Were there any instances of fraud noted by the auditor?
41. ___ X Were there any instances of waste noted by the auditor?
42. ___ X Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (Questions 43-44)

*An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 43-44 are answered **NO**.*

43. ☐ ☐ ☒ Do any action plans exist for significant findings from prior year audits?

44. ☐ ☐ ☒ If action plans exist from prior year audit findings, are they compliant?

OTHER MATTERS

45. ☒ ☐ ☐ Was an on-site visit to the CSCD headquarters conducted by the CPA or CPA firm staff during the duration of the audit?

46. ☐ ☒ ☐ Was a management letter noting certain immaterial instances of noncompliance issued to the CSCD?





Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the BTX Small Business Market event on the courthouse grounds organized by Triple Elevation Custom Creations on the 4th Saturdays of every month in 2024. **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 Commissioner's Court." Triple Elevation Custom Creations has had successful monthly markets in Buda and respectfully requests permission to bring craft-type vendors onto the courthouse grounds on the 4th Saturday of every month in 2024,

**Hays County Commissioners Court**

Date: 04/09/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda ItemApprove Utility Permits. **SHELL/INGALSBE/BORCHERDING****Summary**

TRN-2023-6949-UTL	Spectrum to install 33,545 LF of fiber. 28,335 LF aerial 5,210 LF underground via bore. All aerial lines will be leased on existing PEC poles as opposed to the previous request to install new 392 new poles in the Bell Springs/Fitzhugh area. Limits of construction will decrease to a smaller portion within the City of Henly.
TRN-2024-7673-UTL	Mears Group proposes one 30"x60"x30" handhole and 18 linear feet of underground cable via open cut trench and approx. 2623 linear feet of aerial cable along the existing pole within the ROW of Nutty Brown Rd.
TRN-2024-7682-UTL	Spectrum proposes to place new poles and install 8,116 ft of aerial cable along Sycamore Creek Road and Fitzhugh Road.
TRN-2024-7701-UTL	Spectrum & SLP Cable propose to install 17,701 LF of aerial fiber on existing poles and 571 LF of 1-3" HDPE conduit and 3 vaults in the ROW of High Rd. (1) 12x8 bucket truck to be alternately stationed adjacent to each pole. (TCP1-2 for crossings (shut down one lane at a time) and TCP1-1-18 for all other areas)
TRN-2024-7702-UTL	PEC proposes to bore under Yarrington Rd in order to connect electric service from main electric supply to Sunset Oaks phase 4 section 3B.

Attachments

Permit
Plan Set
Permit
Plan Set
Permit
Site Plan
Permit
Location Map
Site Plan
Permit
Plan Set



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 3/18/2024 .

Utility Company Information:

Name: Time Warner/Spectrum
Address: 810 W. Howard Ln Austin TX
Phone: 5123483969
Contact Name: Robert Davila

Engineer / Contractor Information:

Name: B Robinson
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2024-7682-UTL
Type of Utility Service: 48ct Fiber Optic Cable
Project Description:
Road Name(s): Sycamore Creek Dr, Fitzhugh Rd, McGregor Ln, Pioneer Trl
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".

04/01/2024

Signature

Title

Date

SHEET INDEX:

- 1
- COVER SHEET
- 2-5
- PLAN SHEET



PERMIT: FITZHUGH BYPASS
5401 W FITZHUGH RD, DRIPPING SPRINGS, TX 78620
SPECTRUM PROPOSES TO PLACE NEW POLES AND
INSTALL 8116 FT OF AERIAL CABLE.

PROJECT NUMBER: 4243016

SUBMITTAL PREPARED BY:



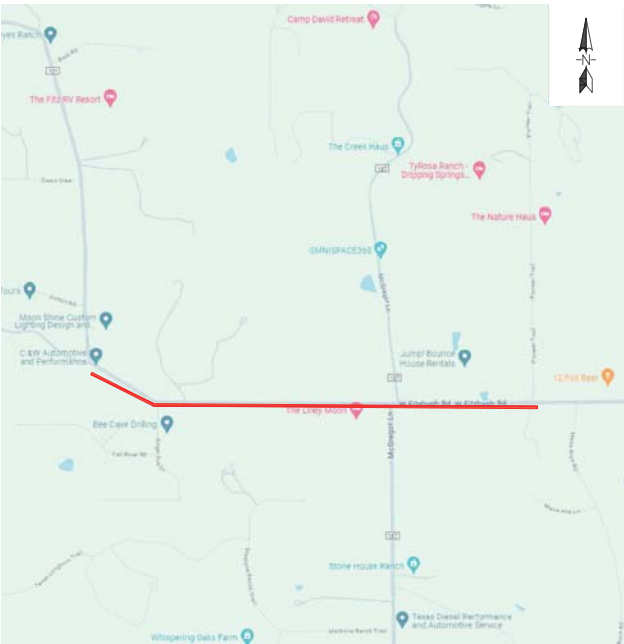
NO WATER, SANITARY SEWER OR STORM
SEWER/DRAINAGE PROPOSED WORK IN THIS
SET PLAN.

CAUTION!!!
CONTRACTOR TO LOCATE AND VERIFY ALL
EXISTING UTILITIES PRIOR TO CONSTRUCTION



NOTES:

1. CONTRACTOR SHALL CALL TXDOT LOCATES AT 713-866-7104 AND TEXAS ONE CALL SYSTEM AT 811, A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT).
4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
7. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT. PRECAUTIONS MUST BE TAKEN TO PRESENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
8. CONDITION OF TXDOT ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NESC) REQUIREMENTS, ONCOR, ENERGY ELECTRIC POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES. 18' MIN. VERTICAL CLEARANCE.
10. BORE SECTIONS WILL EXTEND MINIMUM 5 FT BEYOND EDGE OF CONCRETE PAVEMENT, OR 10 FT BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS).
11. ANNULAR VOIDS GREATER THAN ONE INCH BETWEEN THE BORE HOLE AND CARRIER LINE (OR CASING, IF USED) SHALL BE FILLED WITH A SLURRY GROUT OR OTHER FLOWABLE FILL ACCEPTABLE TO THE DEPARTMENT TO PREVENT SETTLEMENT OF ANY PART OF THE HIGHWAY FACILITY OVER THE LINE OR CASING.



BUILD		
DESCRIPTION	QUANTITY	UNIT
DIRECTIONAL BORE	0	FT
TRENCH	0	FT
OVERPULL EXISTING CONDUIT	0	FT
BORE PITS	0	EA
NEW HAND HOLES	0	EA
EXISTING HAND HOLES	0	EA
NEW PEDESTALS	0	EA
EXISTING PEDESTALS	0	EA
AERIAL RISER	0	EA
AERIAL OVERLASH	0	FT
NEW STRAND	8116	FT
WRECK OUT STRAND	0	FT
PROPOSED ANCHORS	6	EA
EXISTING ANCHORS	0	EA
NEW POLES	34	EA
EXISTING POLES	4	EA
EXISTING POLES (TCP)	0	EA
TOTAL PROJECT FOOTAGE	8116	FT



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 03/06/2024
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: FITZHUGH BYPASS
PID: 4243016
PROJECT ADDRESS:
5401 W FITZHUGH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--

SHEET 2 OF 5

MATCH SHEET 3





LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 03/06/2024

SCALE: 1:150

DRAWN BY: QUARRY

CHECKED BY: JB

PROJECT TITLE: FITZHUGH BYPASS

PID: 4243016

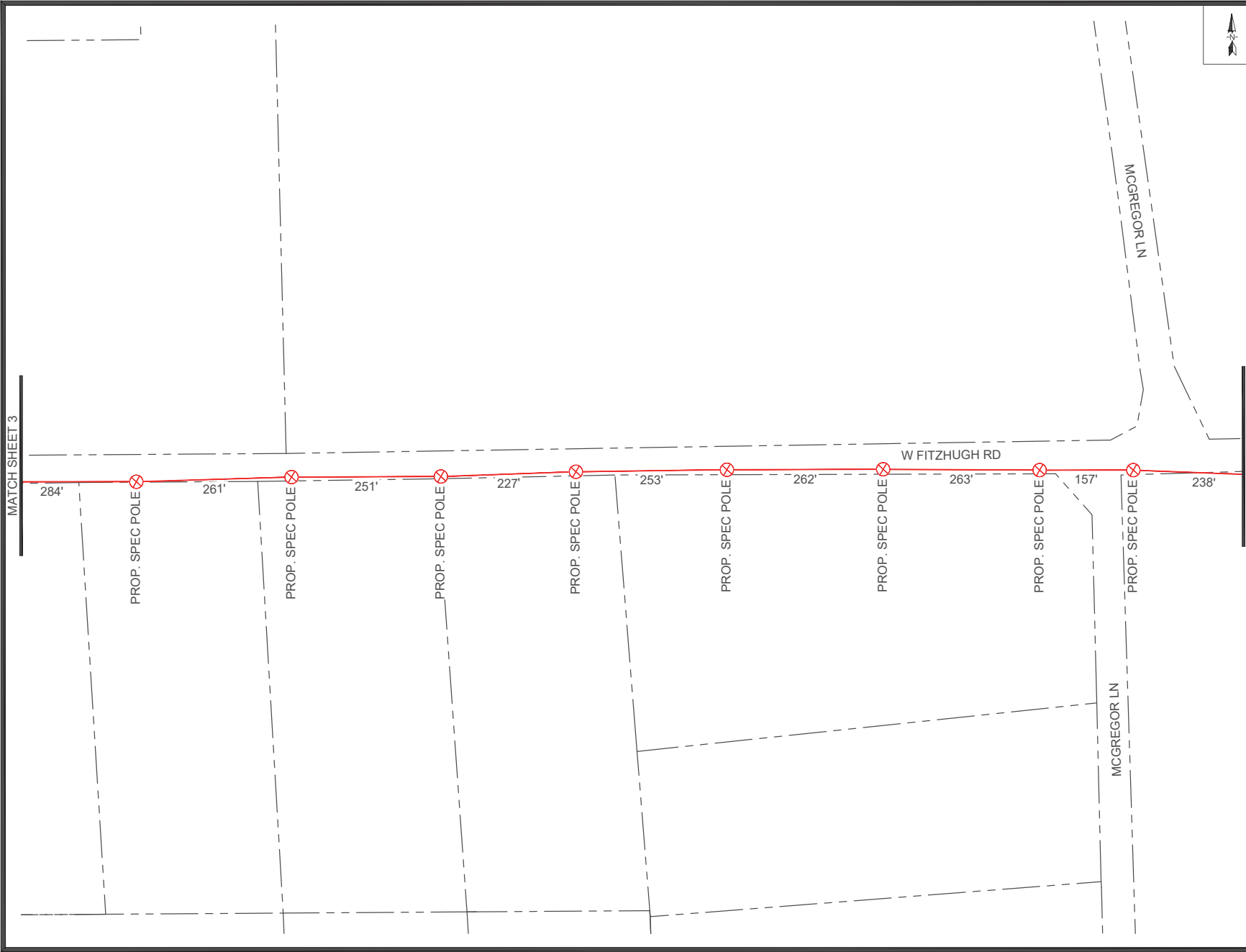
PROJECT ADDRESS:
5401 W FITZHUGH RD, DRIPPING SPRINGS, TX 78620

REVISIONS

DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--

SHEET 3 OF 5





LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 03/06/2024
 SCALE: 1:150
 DRAWN BY: QUARRY
 CHECKED BY: JB
 PROJECT TITLE: FITZHUGH BYPASS
 PID: 4243016
 PROJECT ADDRESS:
 5401 W FITZHUGH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 03/06/2024
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: FITZHUGH BYPASS
PID: 4243016
PROJECT ADDRESS:
5401 W FITZHUGH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--



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 2/19/2024 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 7372285826
Contact Name: Benjamin Robledo

Engineer / Contractor Information:

Name: SLP Cable
Address: 6918 Twilight Mesa Austin TX 78737
Phone: 5124131420
Contact Name: Jim Bauer

Hays County Information:

Utility Permit Number: TRN-2024-7701-UTL
Type of Utility Service: Fiber optic cable
Project Description:
Road Name(s): High Rd
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".

04/01/2024

Signature

Title

Date

SHEET INDEX:

- 1. COVER SHEET
- 2. GENERAL NOTES
- 3. UTILITY PLAN & PROFILE STA 1+00 – 5+00
- 4. UTILITY PLAN & PROFILE STA 5+00 – END
- 5. TYPICAL DETAILS
- 6. TRENCH DETAILS
- 7. PROPOSED HANDHOLE DETAILS
- 8. TRAFFIC CONTROL DETAILS

Spectrum

SPECTRUM
3737201
GFJT MARIGOLD PH 1
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
2400 HIGH RD
KYLE, TX 78640

OWNER:
BENJAMIN ROBLEDO
SPECTRUM
810 W HOWARD LN
AUSTIN, TX 78753
BENJAMIN.ROBLEDO@CHARTER.COM
737.228.5826

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 200
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512.439.4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc. 

2700 LA FRONTERA BLVD, STE 200
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:



ENGINEER OF RECORD 1/18/2024 DATE



LOCATION OF EXISTING
UNDERGROUND AND OVERHEAD
UTILITIES ARE APPROXIMATE
LOCATIONS ONLY. THE
CONTRACTOR SHALL DETERMINE
THE EXACT LOCATION OF ALL
EXISTING UTILITIES PRIOR TO
BEGINNING WORK AND SHALL BE
FULLY RESPONSIBLE FOR ANY AND
ALL DAMAGES WHICH MIGHT OCCUR.



GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.
4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.
7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TxDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.
8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE, PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.
10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.
13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TxDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.
15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.
16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TxDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).
17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS

- AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.
18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.
24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.
25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"
26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.
27. ALL PROPOSED TELECOM FACILITIES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TxDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.
28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.
31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.
36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.
37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.
39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.
40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.
41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.
43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY: THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



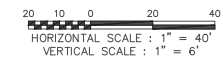
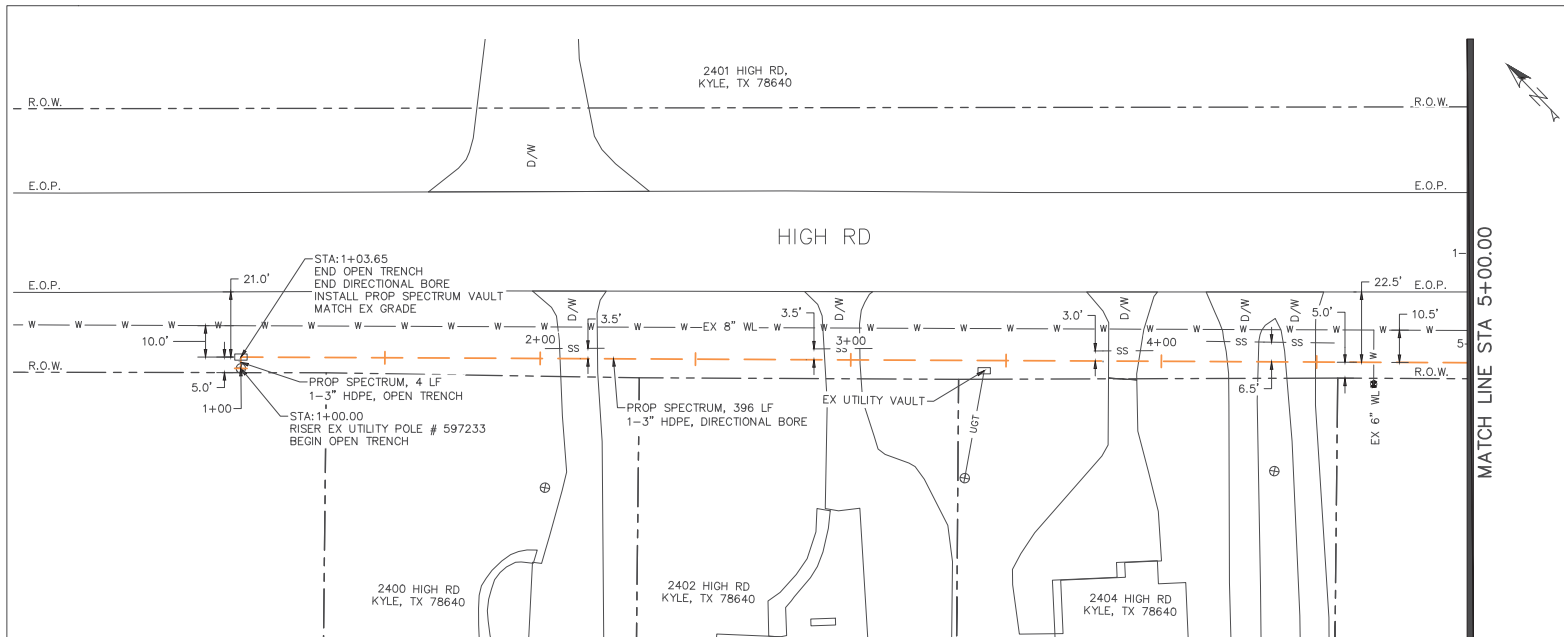
LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
3737201
GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS
GENERAL NOTES

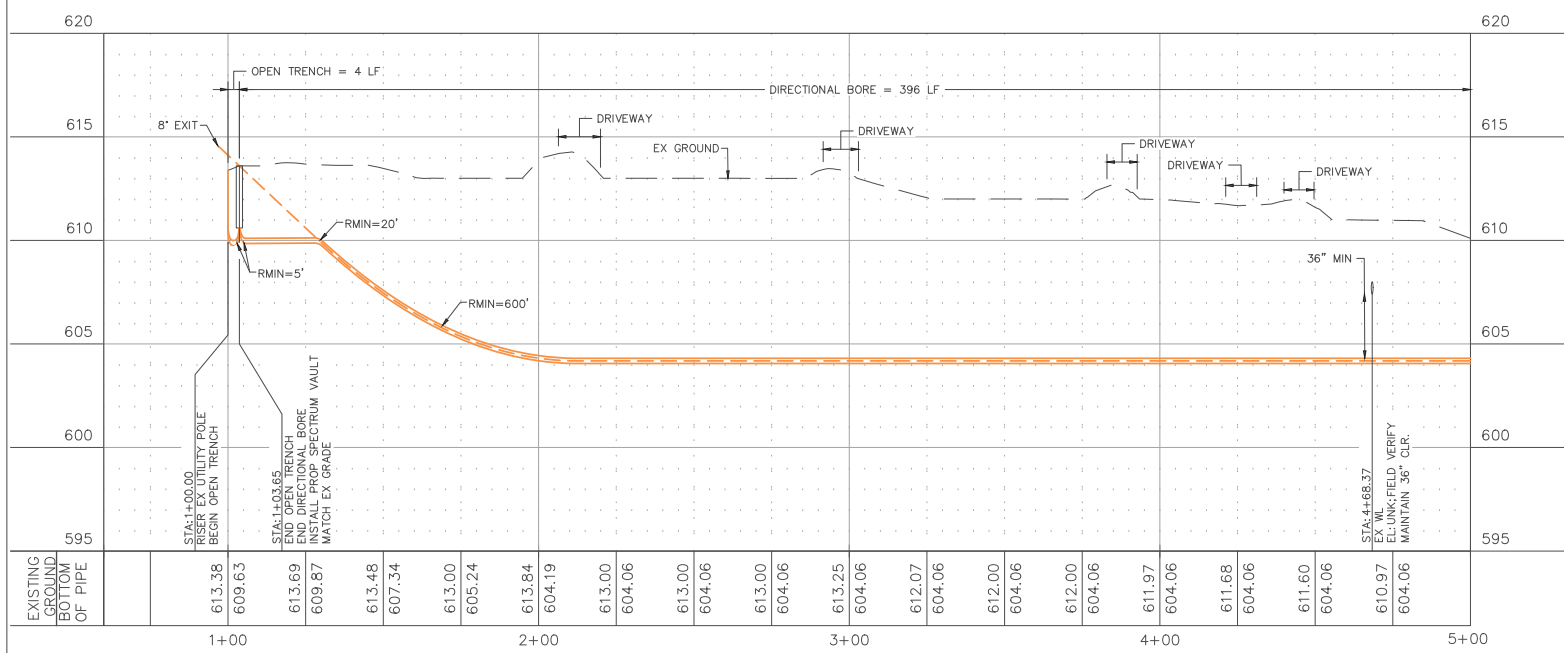
DESIGN BY: BF
DRAWN BY: BF
CHECKED BY: BL
APPROVED BY: EH
PROJECT NO: 2605-23-C367
DATE: 01-12-2024

SCALE:
HORIZONTAL: N/A
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 2



- LEGEND**
- PROP BORE
 - PROP TRENCH
 - W EX WATER LINE
 - WW EX WASTEWATER LINE
 - SS EX STORM SEWER
 - UGE EX ELECTRIC
 - GAS EX GAS
 - UGT EX TELECOM
 - EX ROADWAY
 - R.O.W.
 - ⊗ EX UTILITY POLE

- GENERAL NOTES:**
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 2. CONTRACTOR SHALL POthOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
 3. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 36" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
 4. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
 5. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

**Know what's below.
Call before you dig.**

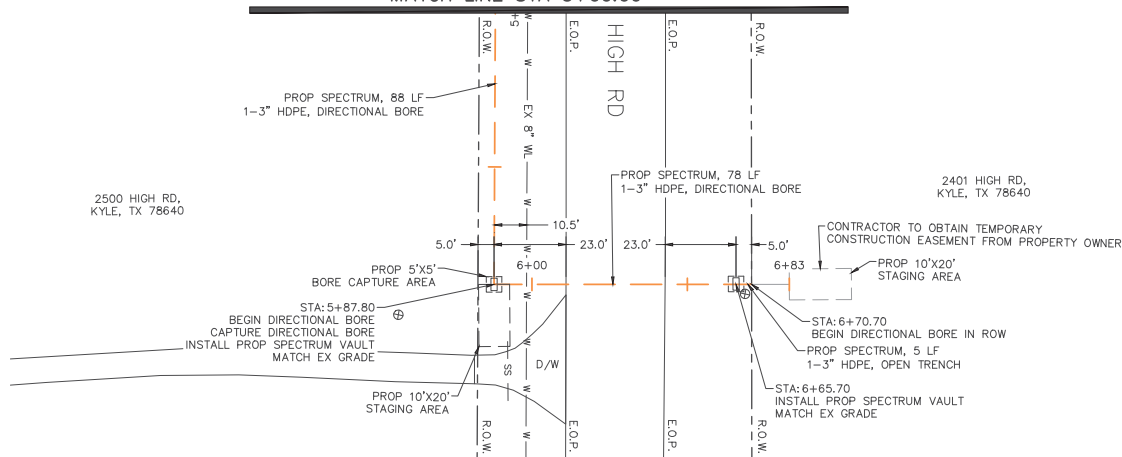
Spectrum

LJA Engineering, Inc.

SPECTRUM
3737201
GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS UTILITY PLAN AND PROFILE			
DESIGN BY:	BF	SCALE:	
DRAWN BY:	BF	HORIZONTAL:	1"=40'
CHECKED BY:	BL	VERTICAL:	1"=6'
APPROVED BY:	EH	SHEET:	1 OF 2
PROJECT NO:	2605-23-C367	PAGE:	3
DATE:	01-12-2024		

MATCH LINE STA 5+00.00



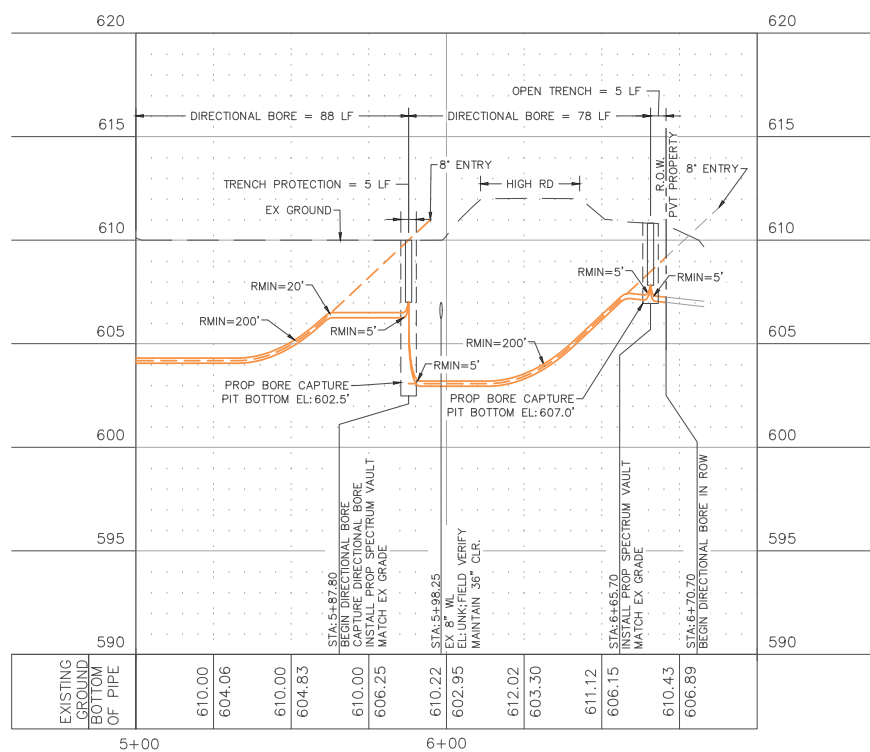
20 10 0 20 40
HORIZONTAL SCALE : 1" = 40'
VERTICAL SCALE : 1" = 6'

LEGEND

- PROP BORE
- PROP TRENCH
- W EX WATER LINE
- WW EX WASTEWATER LINE
- SS EX STORM SEWER
- UGE EX ELECTRIC
- GAS EX GAS
- UGT EX TELECOM
- EX ROADWAY
- R.O.W.
- ⊗ EX UTILITY POLE

GENERAL NOTES:

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- CONTRACTOR SHALL POthOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
- MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 36" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
- MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig.

Spectrum

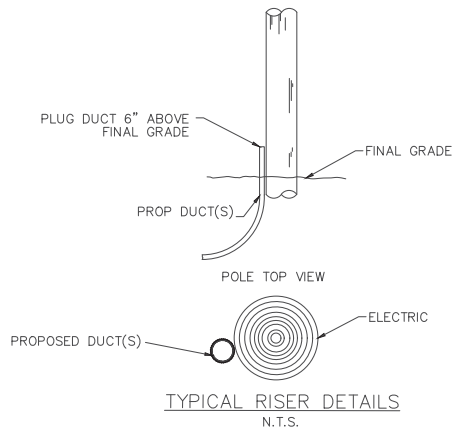
LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
3737201
GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS
UTILITY PLAN AND PROFILE

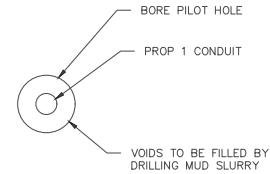
DESIGN BY: BF
DRAWN BY: BF
CHECKED BY: BL
APPROVED BY: EH
PROJECT NO: 2605-23-C367
DATE: 01-12-2024

SCALE:
HORIZONTAL: 1"=40'
VERTICAL: 1"=6'
SHEET: 2 OF 2
PAGE: 4

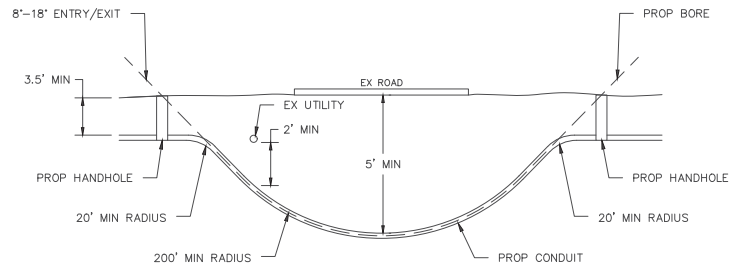


RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.



DIRECTIONAL BORE CONDUIT
N.T.S.



TYPICAL DIRECTIONAL BORE AND TRENCH CONDUIT PROFILE
N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE. LOCATIONS ONLY: THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

Know what's below.
Call before you dig.

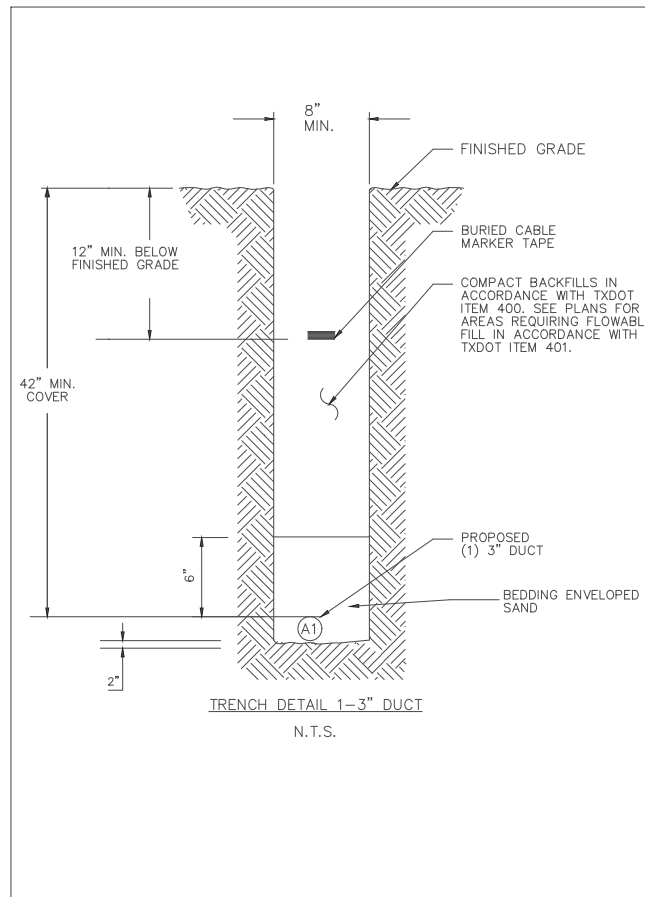
Spectrum

LJA Engineering, Inc.

SPECTRUM
3737201
GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS TYPICAL DETAILS

DESIGN BY: BF	SCALE:	HORIZONTAL: N/A
DRAWN BY: BF	VERTICAL: N/A	
CHECKED BY: BL	SHEET: 1 OF 1	
APPROVED BY: EH	PAGE: 5	
PROJECT NO: 2605-23-C367		
DATE: 01-12-2024		



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig.

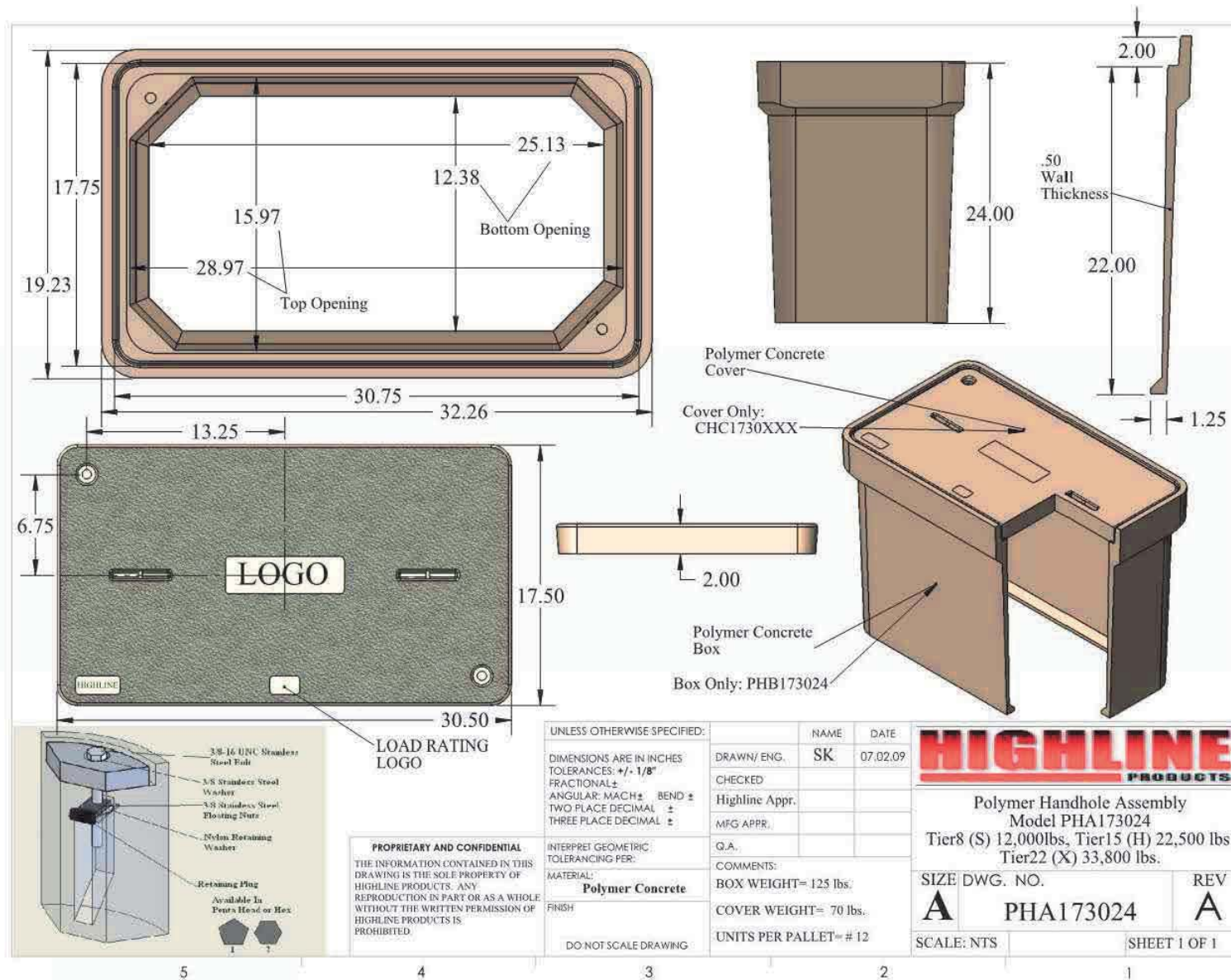
Spectrum

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

SPECTRUM
3737201
GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY: BF	SCALE:
DRAWN BY: BF	HORIZONTAL: N/A
CHECKED BY: BL	VERTICAL: N/A
APPROVED BY: EH	SHEET: 1 OF 1
PROJECT NO: 2605-23-C367	PAGE: 6
DATE: 01-12-2024	



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

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

SPECTRUM
 3737201
 GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS
 PROPOSED HANDHOLE DETAIL

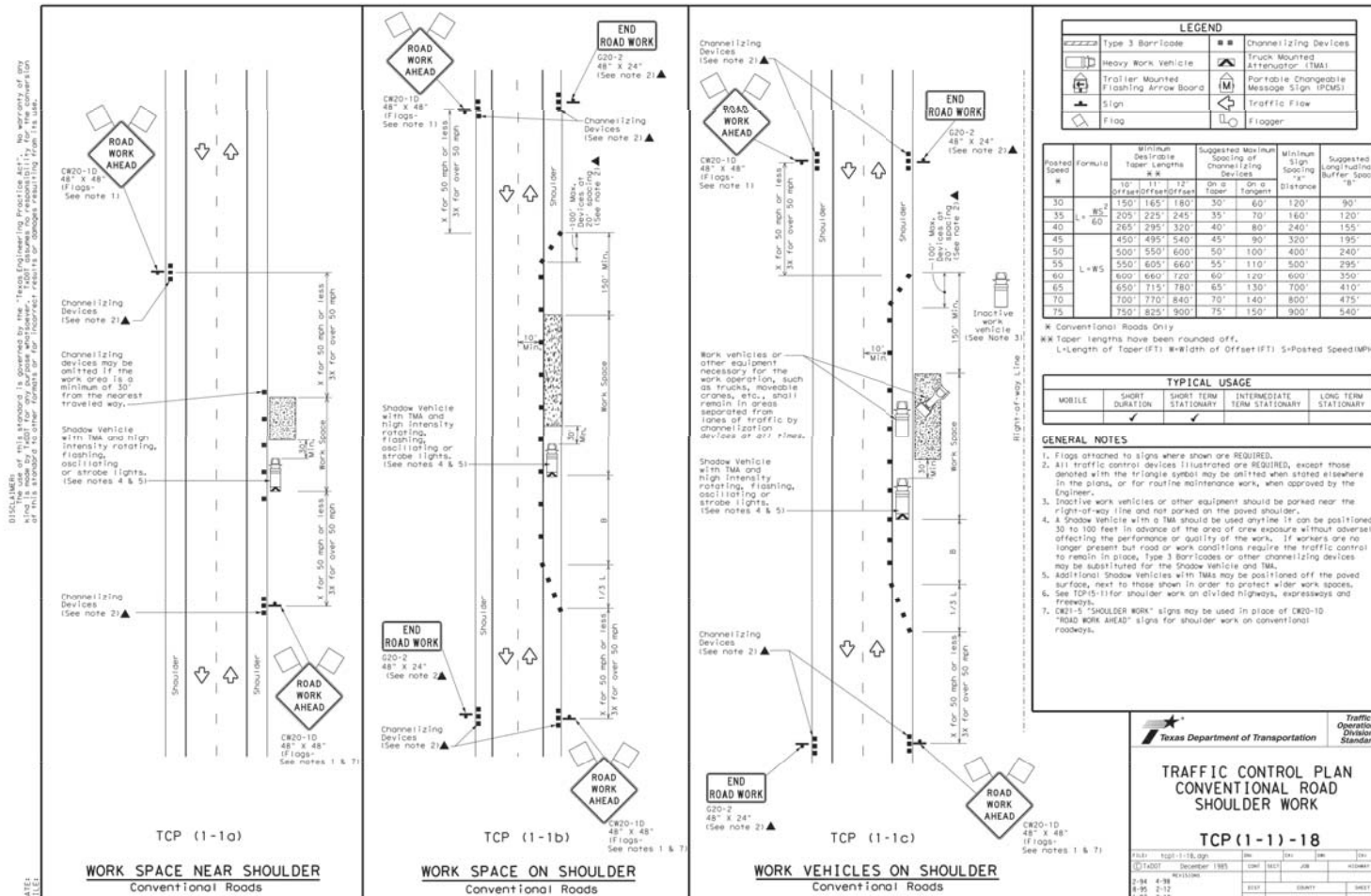
DESIGN BY:	BF	SCALE:	
DRAWN BY:	BF	HORIZONTAL:	N/A
CHECKED BY:	BL	VERTICAL:	N/A
APPROVED BY:	EH	SHEET:	1 OF 1
PROJECT NO:	2605-23-C367	PAGE:	7
DATE:	01-12-2024		

Table 6H-3. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (feet)
Conventional Highway	25	100
	30	150
	35	150
	40	200
	45	250
	50	300
	55	400
	60	500
	65	600
	70	700
Expressway or Freeway	75	800
	80	900
	All Speeds	See Typical Applications**

* Distance between signs should be increased to have 1500 feet advance warning. (See Section 6C.04.07.)

** Distance between signs should be increased to have 1/2 mile or more advance warning. (See Section 6C.04.07.)



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig.

Spectrum

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

SPECTRUM
3737201
GFJT MARIGOLD PH 1

BURIED IMPROVEMENTS
TRAFFIC CONTROL PLAN

DESIGN BY: BF
DRAWN BY: BF
CHECKED BY: BL
APPROVED BY: EH
PROJECT NO: 2605-23-C367
DATE: 01-12-2024

SCALE:
HORIZONTAL: N/A
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 8



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 3/29/2024 .

Utility Company Information:

Name: PEC Electric
Address: 1810 RM 150 W Kyle TX
Phone:
Contact Name: Kurt Buckner

Engineer / Contractor Information:

Name: Lowden Excavation
Address: 3310 Yarrington Rd San Marcos TX 78666
Phone: 5128013653
Contact Name: Coy Lowden

Hays County Information:

Utility Permit Number: TRN-2024-7702-UTL
Type of Utility Service: Underground electric line
Project Description:
Road Name(s): Yarrington Road, Ammalite Lane
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".

04/02/2024

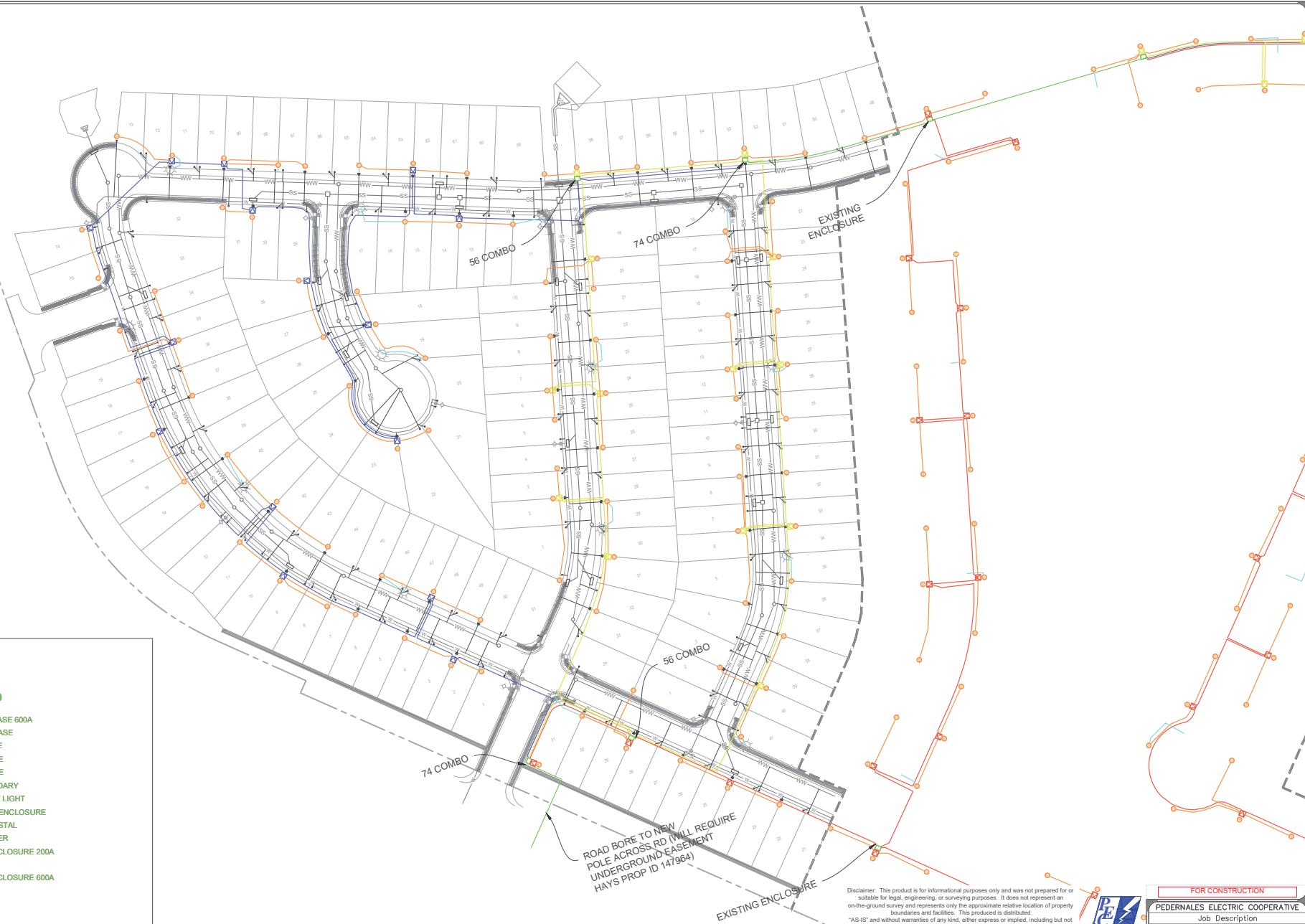
Signature

Title

Date

PEC LEGEND

- 3-4IN ABC PHASE 600A
- 3-3IN ABC PHASE
- 1-3IN A PHASE
- 1-3IN B PHASE
- 1-3IN C PHASE
- 1-3IN SECONDARY
- 1-2IN STREET LIGHT
- SECONDARY ENCLOSURE
- ⊙ METER PEDESTAL
- ⊠ TRANSFORMER
- PRIMARY ENCLOSURE 200A
- ▣ S/G VAULT
- ▤ PRIMARY ENCLOSURE 600A



Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.



FOR CONSTRUCTION		
PEDERNALES ELECTRIC COOPERATIVE		
Job	Description	
2/14/2023	NTS	Page 1 of 1
WO# 159927		



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 10/16/2023 .

Utility Company Information:

Name: Spectrum
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Quarry
Address: 1500 Lawhon Lane Georgetown TX 78626
Phone: 7069105576
Contact Name: Joshua Blaschke

Hays County Information:

Utility Permit Number: TRN-2023-6949-UTL
Type of Utility Service: Fiber Optic Cable
Project Description:
Road Name(s): 101 McGregor Ln/US 290, , , , , ,
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".

04/04/2024

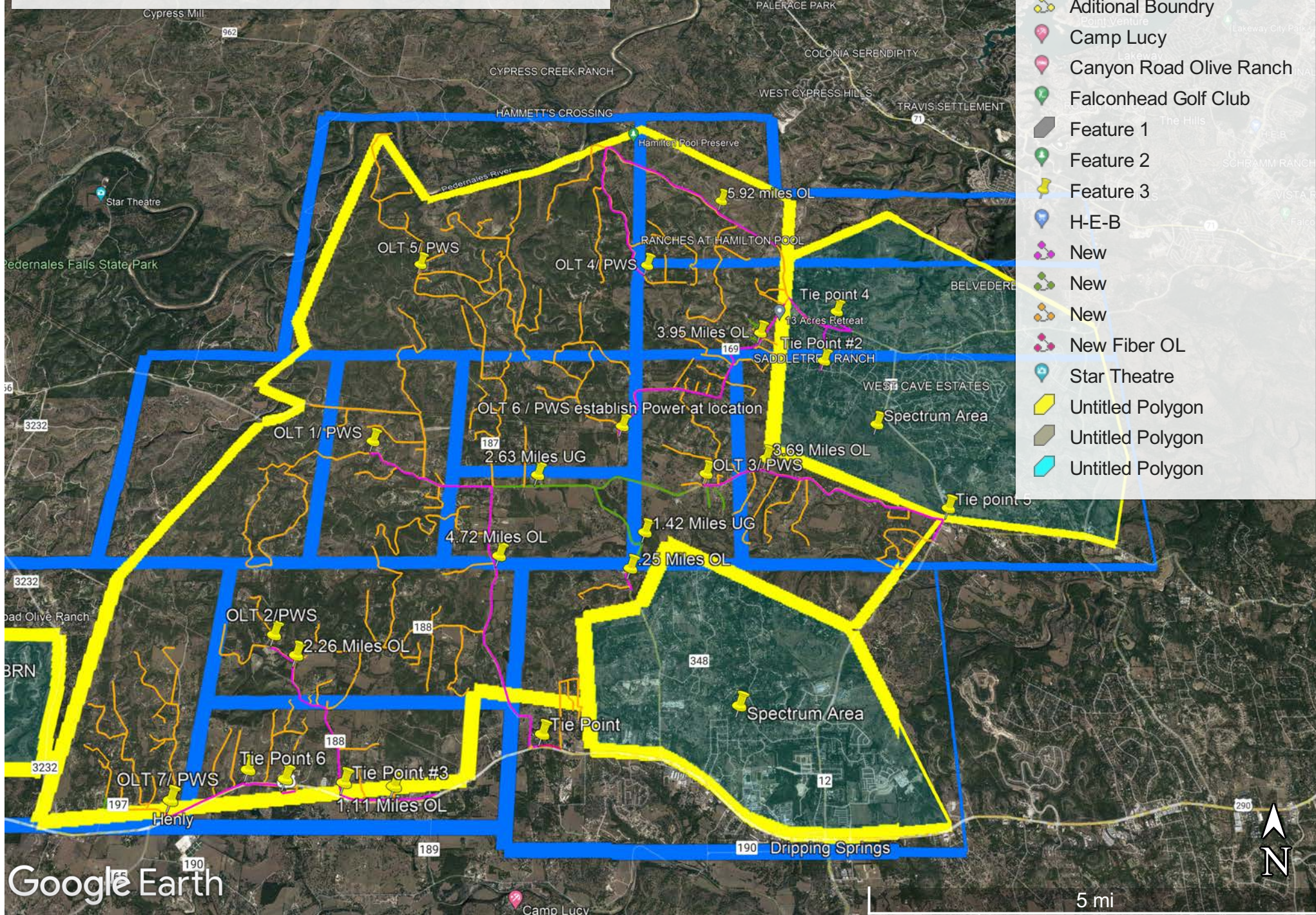
Signature

Title

Date

Aerial and underground fiber to the home

Aerial and underground fiber to the home



TOTAL FOR WHOLE MAP:
33,545' (28,335' aerial &
5210' UG)



Spectrum

2401' aerial

LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: BUNDLE 1
PID: 4243016
PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

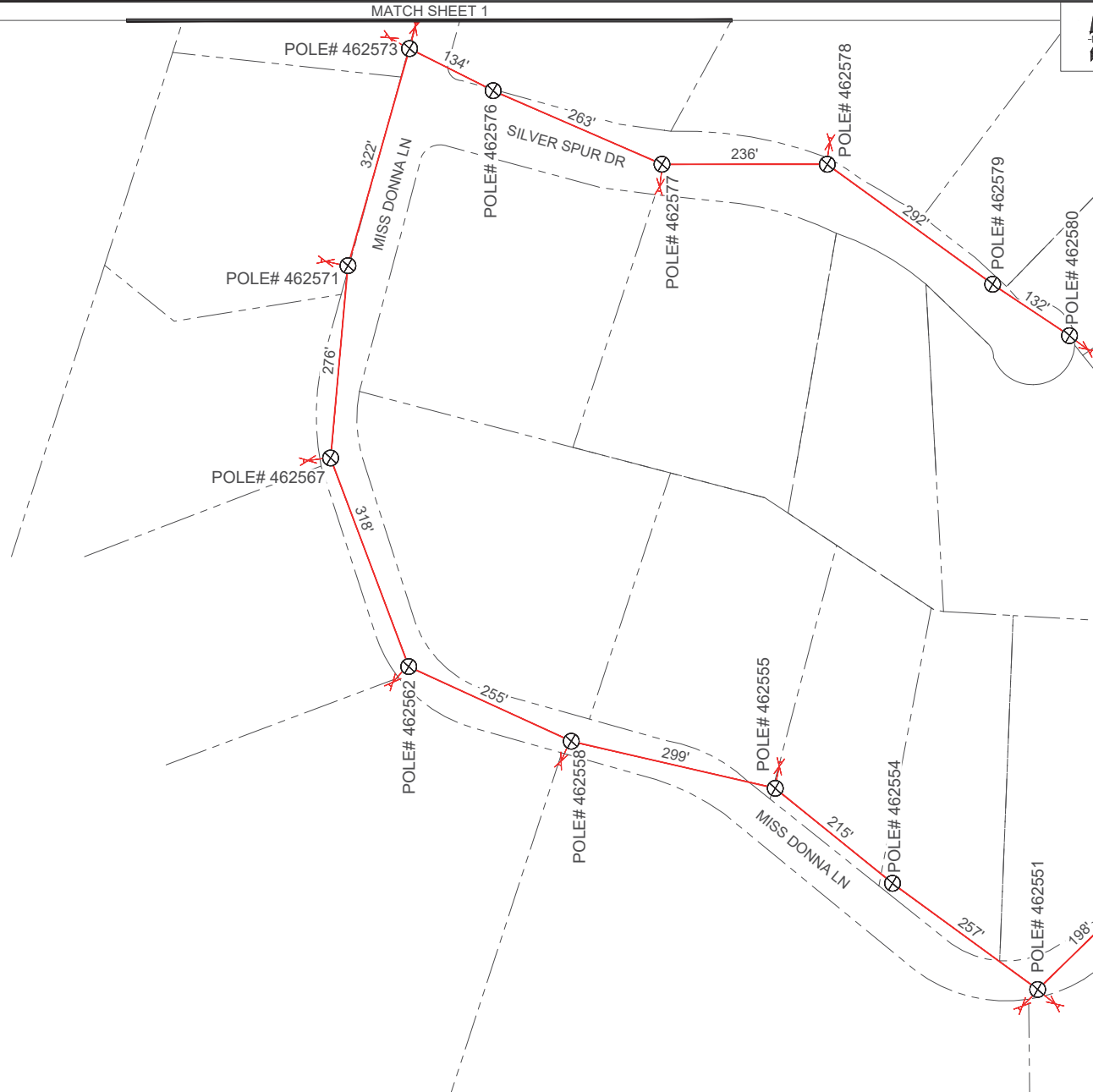
REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 1 OF 14

MATCH SHEET 1

MATCH SHEET 2

3197' aerial



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER

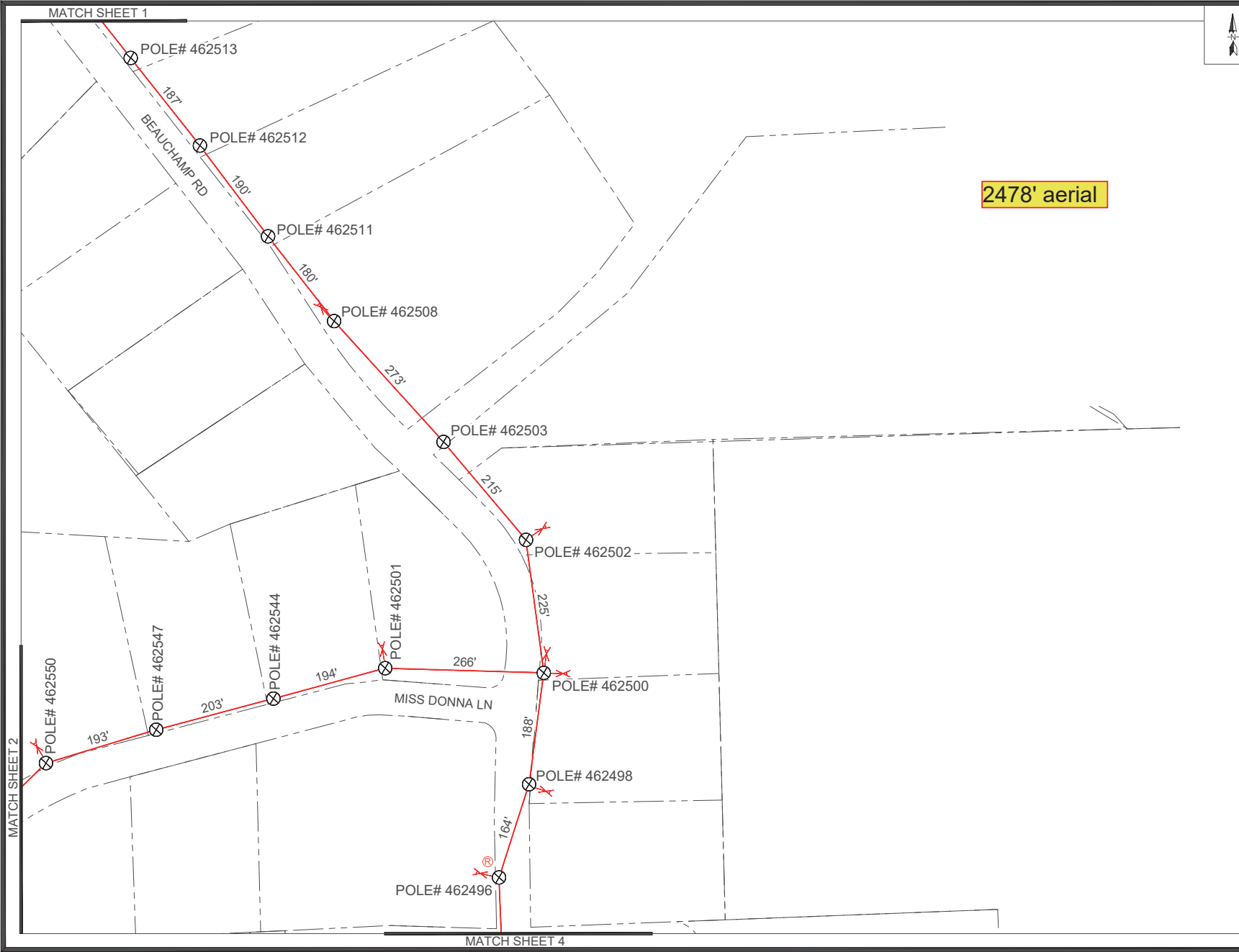


ENGINEER SEAL

DATE: 11/15/2023
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: BUNDLE 1
PID: 4243016

PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: BUNDLE 1
PID: 4243016
PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

3334' aerial

MATCH SHEET 3



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER

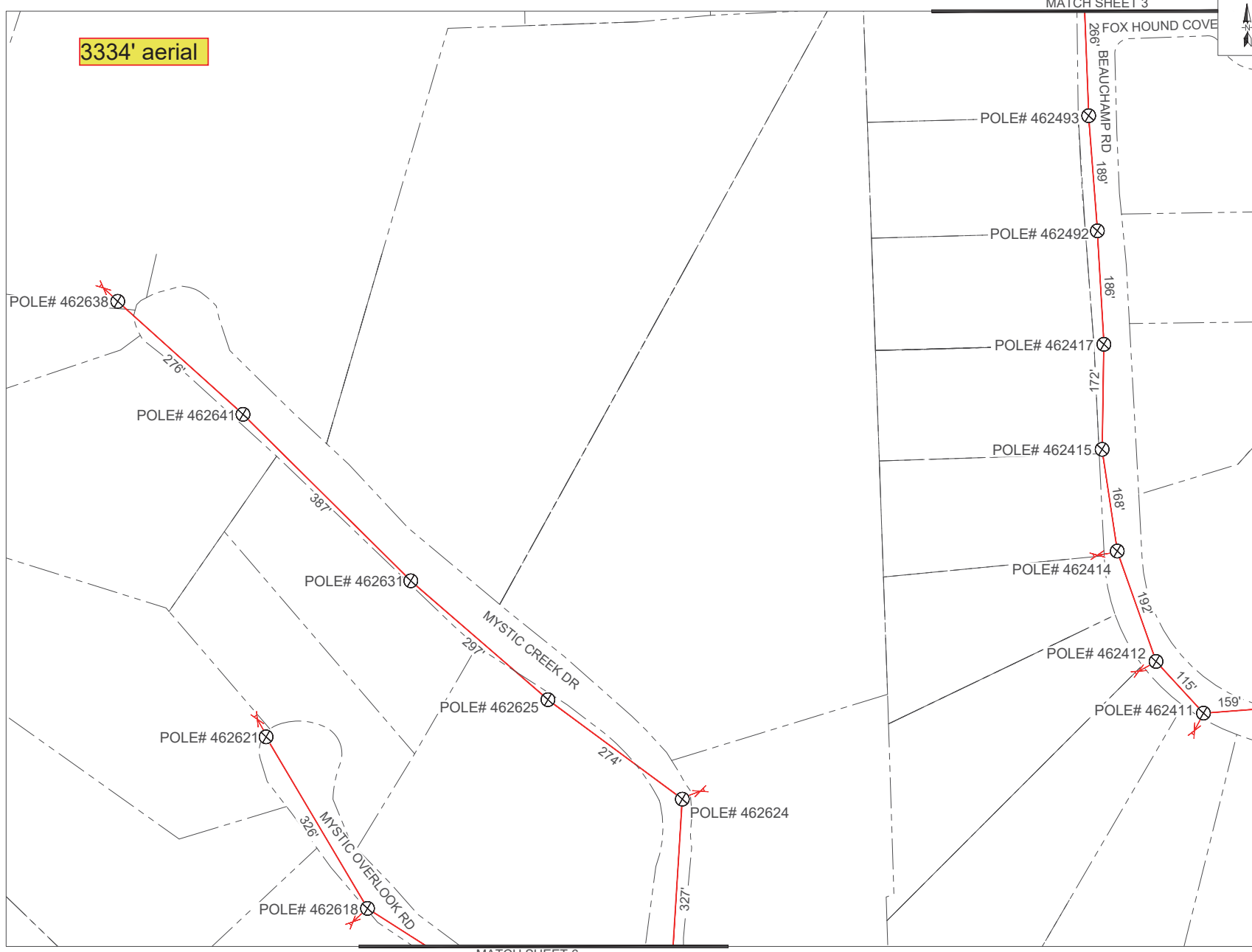


ENGINEER SEAL

DATE: 11/15/2023
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: BUNDLE 1
PID: 4243016
PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 4 OF 14

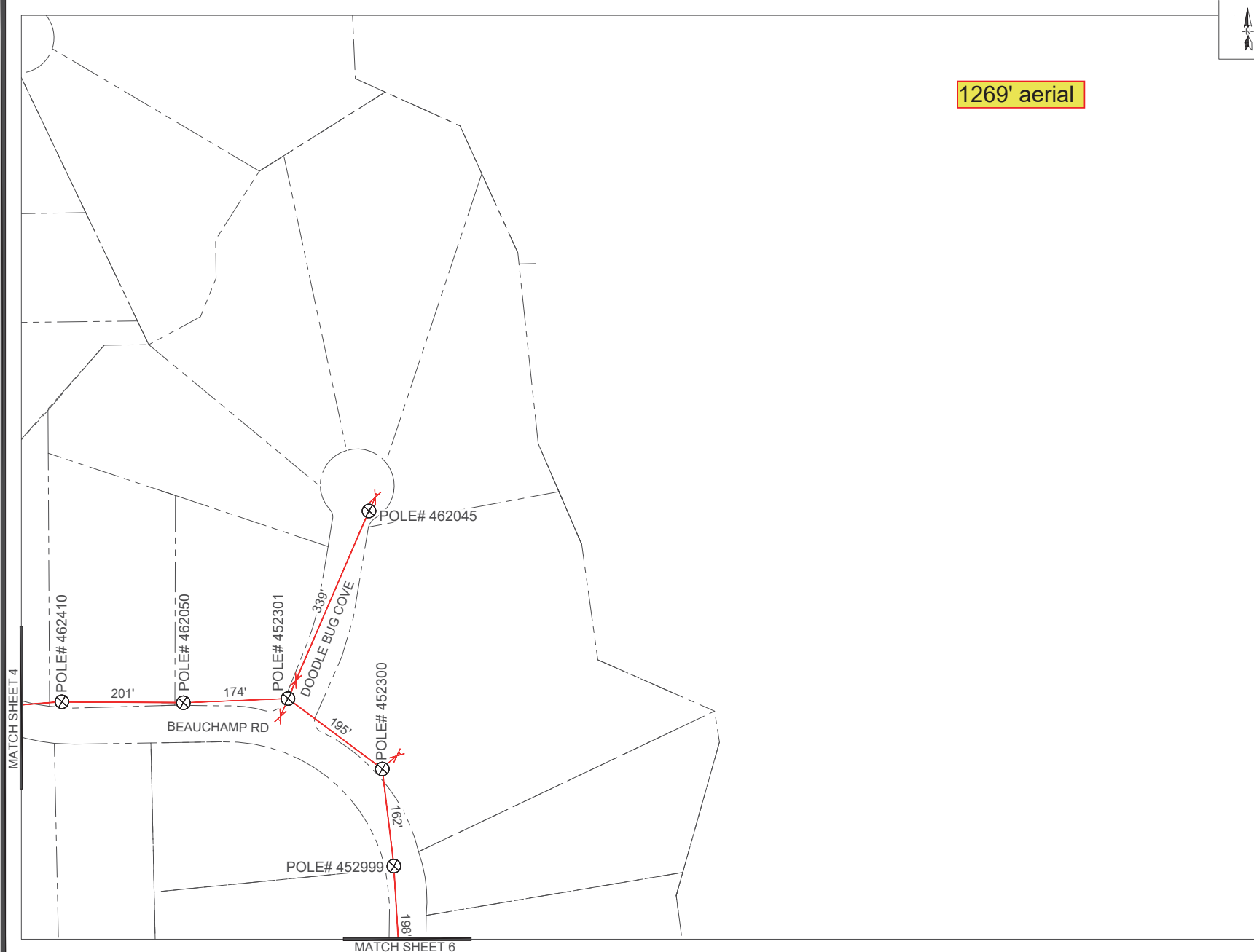


MATCH SHEET 6

MATCH SHEET 5



1269' aerial



LEGEND

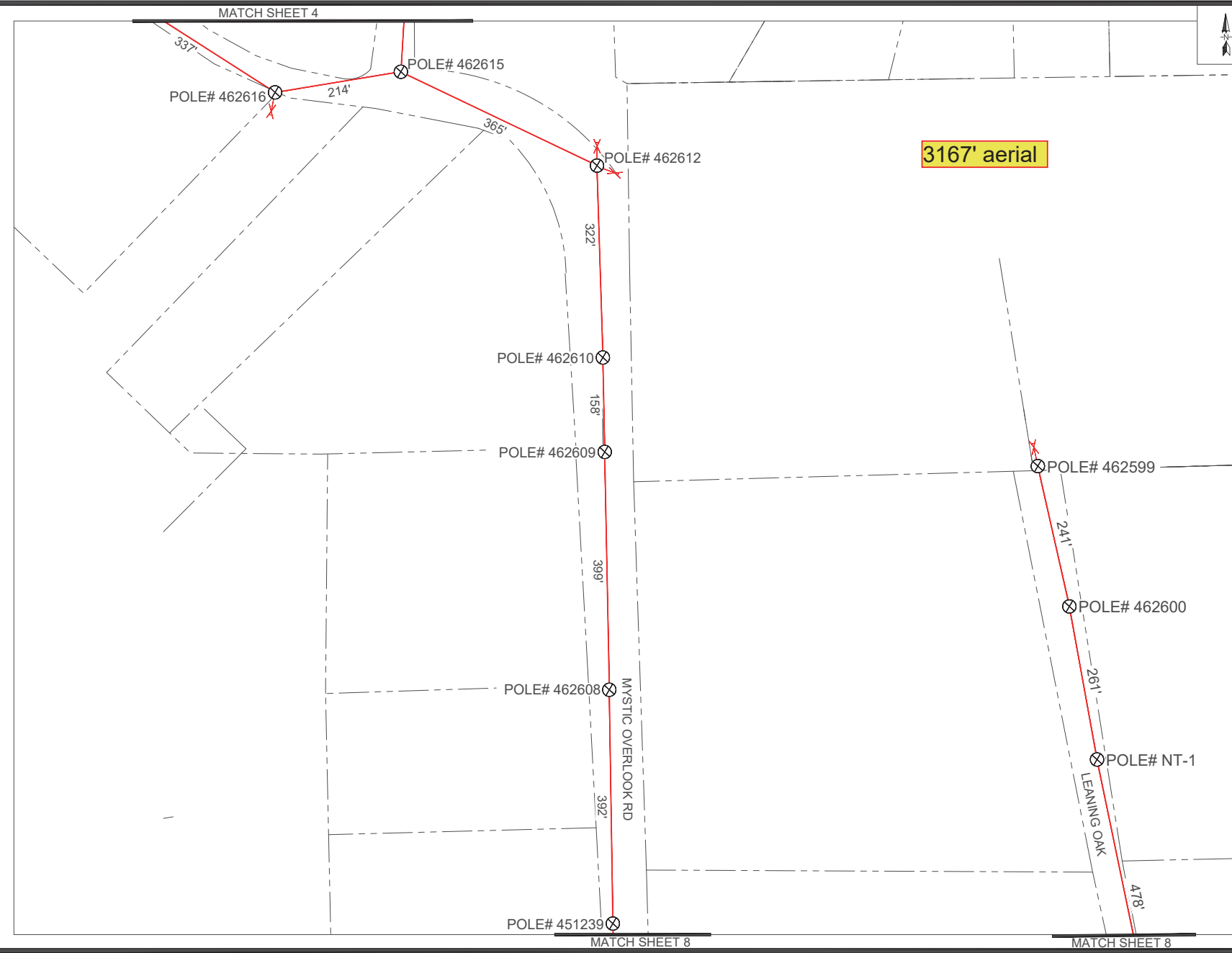
- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: BUNDLE 1
PID: 4243016
PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
SCALE: 1:150
DRAWN BY: QUARRY
CHECKED BY: JB
PROJECT TITLE: BUNDLE 1
PID: 4243016
PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

MATCH SHEET 5



Spectrum

LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
 SCALE: 1:150
 DRAWN BY: QUARRY
 CHECKED BY: JB
 PROJECT TITLE: BUNDLE 1
 PID: 4243016
 PROJECT ADDRESS:
 1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 7 OF 14

2978' aerial

POLE# 452997

POLE# 452994

POLE# 452993

POLE# 452985

POLE# 452988

POLE# 452987

POLE# 452985

POLE# 462477

POLE# 462475

POLE# 462473

POLE# 462466

POLE# 462465

344'

303'

175'

208'

214'

332'

181'

TWIDWELL DR
278'

302'

233'

408'

BEAUCHAMP RD

MATCH SHEET 9

1190' aerial
2516' UG

POLE# 462607

MYSTIC OVERLOOK RD

358'

1635'

POLE# 462593

481'

POLE# 452970

LEANNING OAK

1.53'

POLE# 452714

673'

HENLY LOOP

808'

LEGEND

- EXISTING AERIAL
- - - EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- - - PROP. OVERLASH
- - - PARCELS
- - - PROP. ROW
- ⊗ REMOVE AERIAL
- ⊗ EXISTING POLE
- ⊗ PROPOSED POLE
- ⊗ EXISTING ANCHOR
- ⊗ PROPOSED ANCHOR
- ⊗ PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023

SCALE: 1:150

DRAWN BY: QUARRY

CHECKED BY: JB

PROJECT TITLE: BUNDLE 1

PID: 4243016

PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS

DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 8 OF 14

3034' aerial

MATCH SHEET 7



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023

SCALE: 1:150

DRAWN BY: QUARRY

CHECKED BY: JB

PROJECT TITLE: BUNDLE 1

PID: 4243016

PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS

DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 9 OF 14

952' aerial



Spectrum

LEGEND

- EXISTING AERIAL
- - - EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- - - PROP. OVERLASH
- - - PARCELS
- - - PROP. ROW
- - - REMOVE AERIAL
- ⊗ EXISTING POLE
- ⊗ PROPOSED POLE
- ⊗ EXISTING ANCHOR
- ⊗ PROPOSED ANCHOR
- Ⓡ PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023

SCALE: 1:150

DRAWN BY: QUARRY

CHECKED BY: JB

PROJECT TITLE: BUNDLE 1

PID: 4243016

PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS

DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 10 OF 14

HIDDEN CREEK DR

POLE# 452191

332'

POLE# 462041

371'

POLE# 462040

248'

POLE# 462039

1220 OLD RED RANCH RD

MATCH SHEET 11



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023

SCALE: 1:150

DRAWN BY: QUARRY

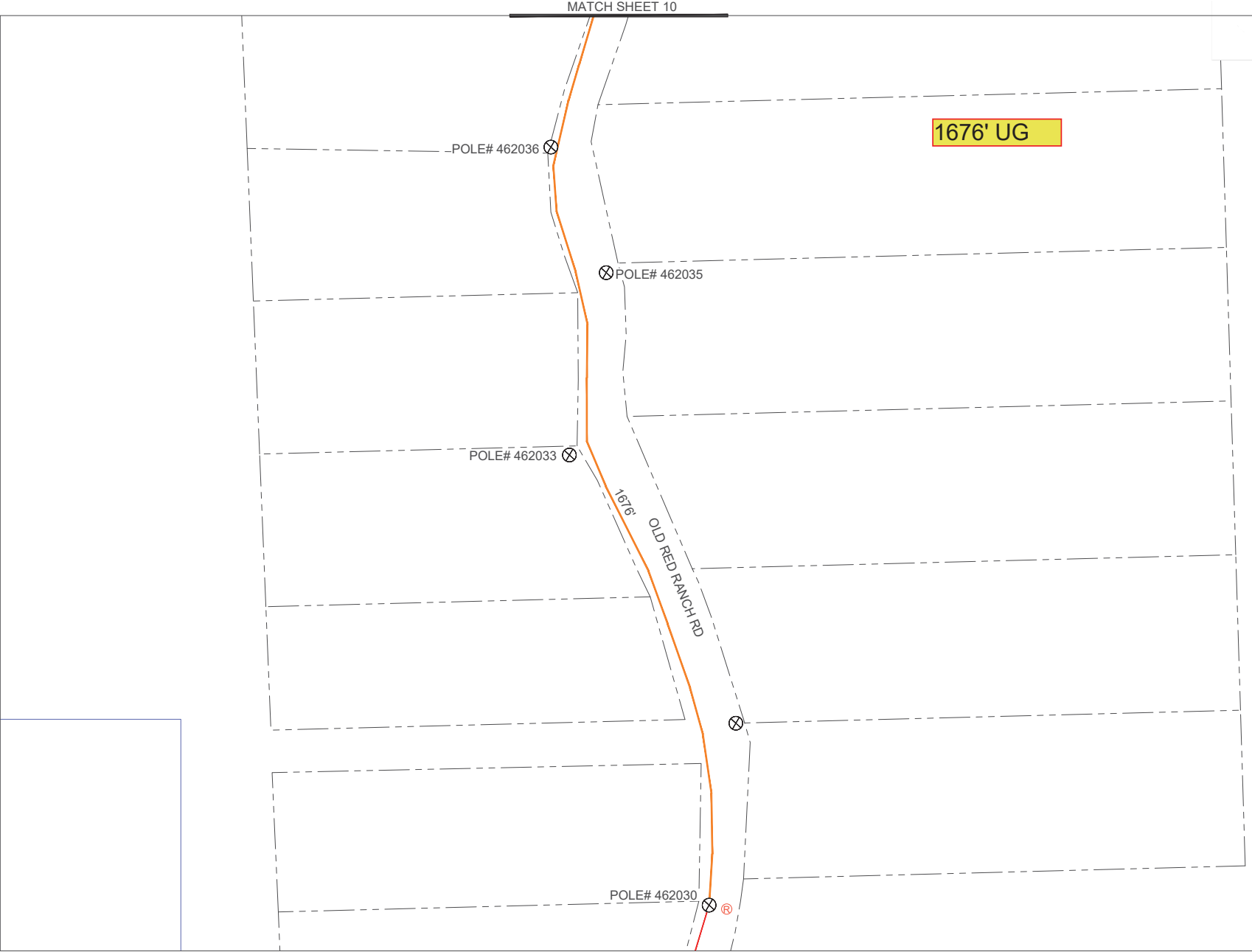
CHECKED BY: JB

PROJECT TITLE: BUNDLE 1

PID: 4243016

PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-





1656' aerial



LEGEND

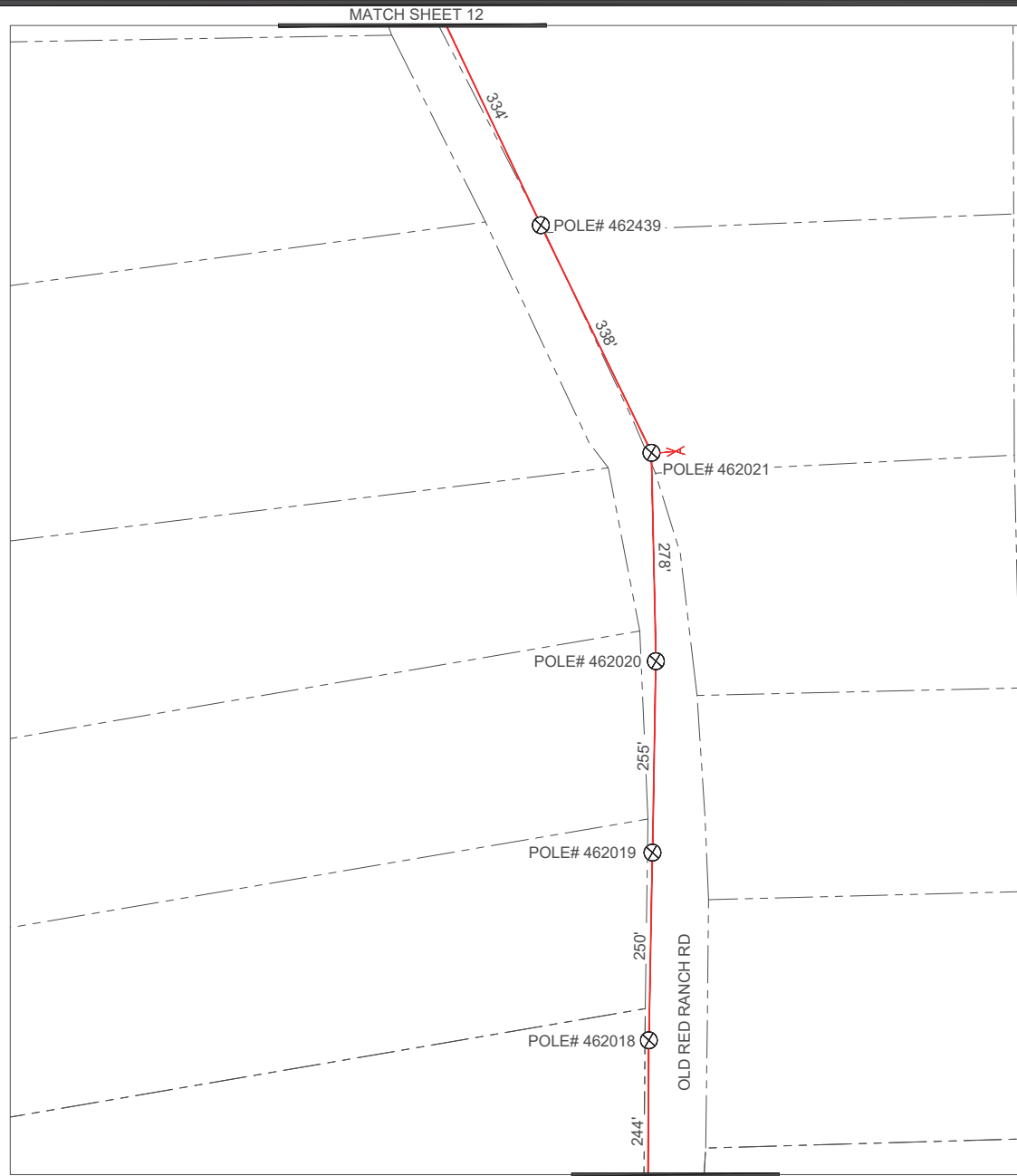
- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
 SCALE: 1:150
 DRAWN BY: QUARRY
 CHECKED BY: JB
 PROJECT TITLE: BUNDLE 1
 PID: 4243016
 PROJECT ADDRESS:
 1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-



1699' aerial



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023

SCALE: 1:150

DRAWN BY: QUARRY

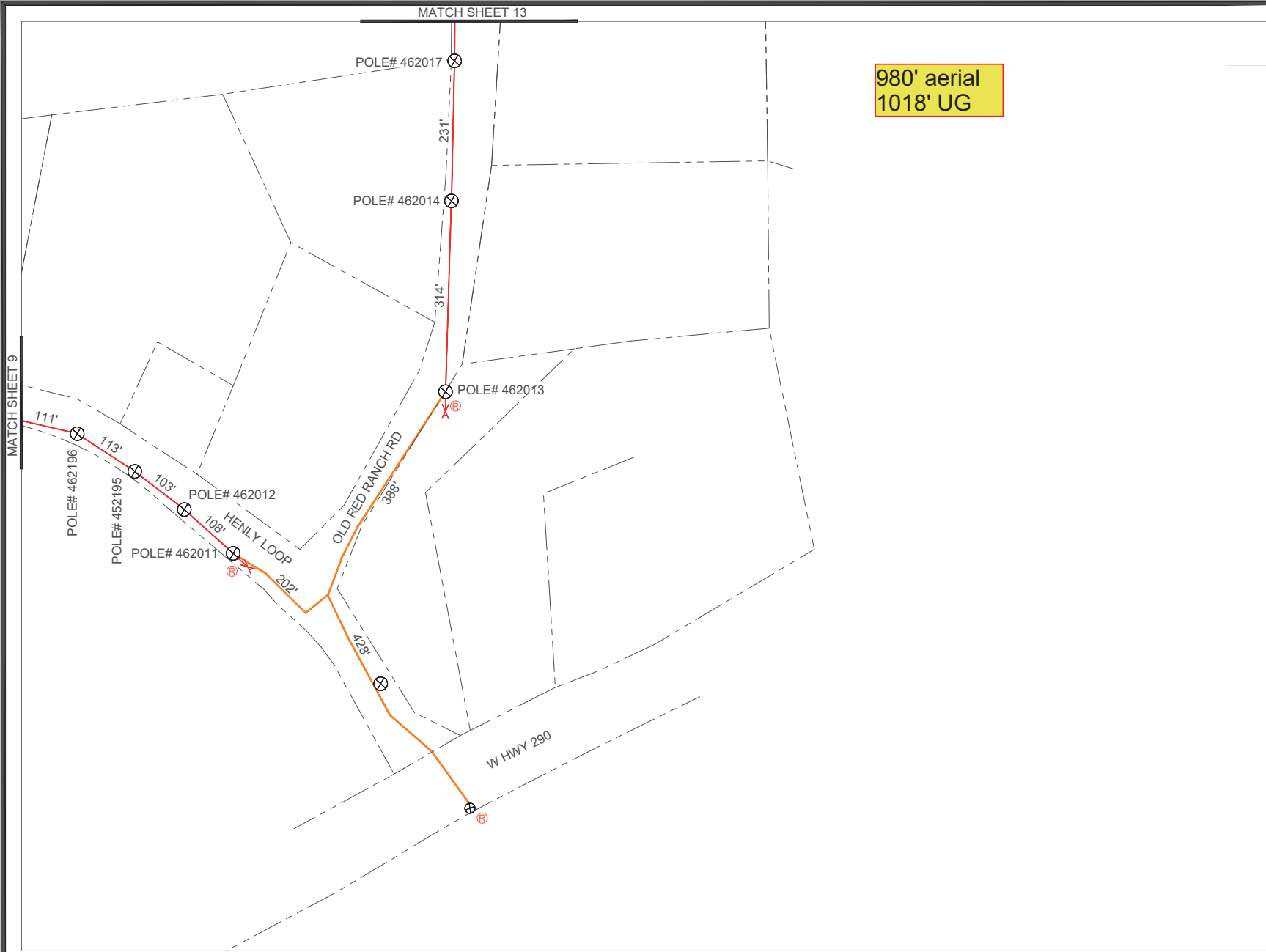
CHECKED BY: JB

PROJECT TITLE: BUNDLE 1

PID: 4243016

PROJECT ADDRESS:
1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. BORE
- PROP. OVERLASH
- PARCELS
- PROP. ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. RISER



ENGINEER SEAL

DATE: 11/15/2023
 SCALE: 1:150
 DRAWN BY: QUARRY
 CHECKED BY: JB
 PROJECT TITLE: BUNDLE 1
 PID: 4243016
 PROJECT ADDRESS:
 1415 OLD RED RANCH RD, DRIPPING SPRINGS, TX 78620

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-



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 4/1/2024 .

Utility Company Information:

Name:

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name: MEARS GROUP

Address: 114B Ralph Ablanado Dr Austin TX 78748

Phone: 5129377337

Contact Name: Connor Childs

Hays County Information:

Utility Permit Number: TRN-2024-7673-UTL

Type of Utility Service: Fiber Optic

Project Description:

Road Name(s):

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".

04/01/2024

Signature

Title

Date

SHEETS	DESCRIPTION
1	COVER
2	TABLE OF POLES BEING ATTACHED
3	LOCATION MAP AND CONTACTS
4	FIBER CUT SHEET
5	FIBER SPLICING TREE
6	LEGEND
7-41	PLAN
42	GENERAL CONSTRUCTION DETAILS
43-44	TXDOT TYPICAL TRAFFIC CONTROL DETAILS

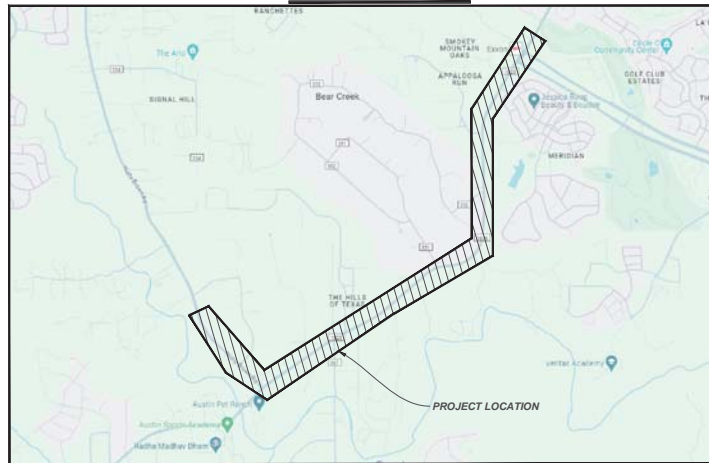
AUSTIN, TEXAS
TRAVIS COUNTY



MCImetro
ACCESS TRANSMISSION SERVICES LLC

SITE NAME: KEITH HARRIS MEMORIAL
ADDRESS: 14450 NUTTY BROWN RD, AUSTIN, TX 78737
PROJECT DESCRIPTION: PERMIT APPLICATION -
8,604 LINEAR FEET OF PROPOSED AERIAL CABLE INSTALLATION
CROSS STREETS: NUTTY BROWN RD AND FM 1826
SITE NFID: 1710AHWZ.57
EWO NFID: 2210ASVS
FQPID: FIB:AER::500850683 (4,677 LF)
FIB:AER::500961854 (3,005 LF)
FIB:AER::500974031 (922 LF)
PERMIT FQPID: PERMIT ::1432484
PERMIT NUMBER: AUS_1710AHWZ_57_TXDOT_NED_1
DRAWING NUMBER: 999; 002
SCOPE: NED

SITE LOCATION MAP



CITY GRID: 640Z:669V:670C:670D:670G:670L:670Q:670S: 670T
MAPSCO GRID: WX13;WY13;WY14;WZ14;WZ15;WZ16

NOTE:
ONLY PRINTS WITH A SIGNED SEAL ARE TO BE USED DURING
CONSTRUCTION AND CONSIDERED OFFICIAL COPIES. THESE PLANS
ARE NOT TRANSFERABLE.

UNIT	DESCRIPTION	QTY
B06-100	Simple OSP Design	1
B06-101	Simple OSP Design Adder (to PBSE-100)	79
B0C-050-S-2	Mobilization Fee - Public ROW	1
B0C-400-S-2	Installation of aerial Fiber (New strand required) - Public ROW	8,604
B0C-800	Terminal Placement	1
B0C-702	Cable Prep(Splicing/Testing/Ribbon)	
MMO	4 Port Terminal with 9.50M tail	1
	10M DOWN GUY	6
	10000 LB ANCHOR	6
	6.6M STRAND	8,604

GENERAL PERMIT PROGRAM CORRECTIONS RECORD						
FOR USE BY GENERAL PERMIT OFFICE ONLY						
NO.	DESCRIPTION	BY	CORRECT (C), ADD (A), VOID (V), SHEET NOS.	TOTAL NO. OF SHEETS IN CORRECTION PLAN SET	CITY OF AUSTIN APPROVAL DATE	DATE IMAGED

SUBMITTED FOR APPROVAL BY: _____

MCI REVIEWED (WHEN REQUIRED) _____ DATE _____

APPROVED BY GENERAL PERMIT HOLDER: _____

FOR GENERAL PERMIT HOLDER _____ DATE _____
AGP-10-2023.MCI
ANNUAL GENERAL PERMIT NUMBER

APPROVALS: _____

FOR TRAVIS COUNTY _____ DATE _____

TRAVIS COUNTY PERMIT NUMBER _____

TXDOT PERMIT NUMBER _____ DATE _____

FOR AUSTIN WATER UTILITY _____ DATE _____

CITY OF AUSTIN PARKS AND RECREATION DEPARTMENT
MAIL NUMBER _____ DATE _____

APPROVAL FOR SITE DEVELOPMENT PERMIT: _____

GENERAL PERMIT PROGRAM COORDINATOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT _____ DATE _____

DEVELOPMENT PERMIT NUMBER _____

SUBMITTAL DATE: _____



23-03484

SITE NAME KEITH HARRIS MEMORIAL	ADDRESS 14450 NUTTY BROWN RD, AUSTIN, TX 78737	GP PERMIT NUMBER GP_PERMIT_NUMBER	PERMIT NUMBER AUS_1710AHWZ_57_TXDOT_NED_1
------------------------------------	---	--------------------------------------	--

MCImetro
ACCESS TRANSMISSION SERVICES CORP

QUANTA TELECOM
SERVICES

OUTSIDE PLANT CONSTRUCTION

ENGINEER
hbk
ENGINEERING, LLC
112120234
DATE
10/18/2024



DATE: 01-18-2024

ENGINEER: AJB

DRAWN BY: SMD

REVISIONS

DATE	DESCRIPTION	INITIAL
1/18/24	FOR TXDOT REVIEW	SMD

EXCEPT AS MAY BE OTHERWISE PROVIDED BY
CONTRACT, THESE DRAWINGS AND SPECIFICATIONS
SHALL REMAIN THE PROPERTY OF MCI
COMMUNICATIONS SERVICES, INC. BOTH BEING ISSUED
IN STRICT CONFIDENCE AND SHALL NOT BE
REPRODUCED, COPIED, OR USED FOR ANY PURPOSE
WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

HORIZONTAL: N.T.S.

VERTICAL: N.T.S.

SHEET 01 OF 44

NFID: 1710AHWZ.57

FQPID: SEE COVER



TABLE OF POLES BEING ATTACHED

LIST OF POLE FOR PROPOSED ATTACHMENT		
POLE IDENTIFICATION	LAT	LONG
1	30.1665176	97.95866703
2	30.16630824	97.95845651
3	30.16588002	97.95795471
4	30.16550701	97.95748909
5	30.16513158	97.95702719
6	30.16475697	97.95656493
7	30.16438138	97.95610217
8	30.16400813	97.95563734
9	30.16363497	97.95517204
10	30.16325209	97.95471779
11	30.16286916	97.95426359
12	30.16248205	97.95381426
13	30.16216426	97.95346416
14	30.16201751	97.95330488
15	30.16183482	97.95312792
16	30.16155512	97.9529773
17	30.16182811	97.95263986
18	30.1620237	97.95233407
19	30.16222498	97.95199158
20	30.16253752	97.95147254
21	30.17342461	97.93170436
22	30.17355559	97.93132405
23	30.17366244	97.93101384
24	30.17394084	97.93046928
25	30.17414183	97.93017055
26	30.17430209	97.92999325
27	30.1744706	97.92982659
28	30.17473176	97.92959979
29	30.17493447	97.92945119
30	30.17966953	97.92887404
31	30.17968114	97.92867342
32	30.18023077	97.92868999
33	30.18077894	97.9287068
34	30.18132938	97.92872098
35	30.18187901	97.92874103
36	30.18242871	97.92875877
37	30.18297844	97.9287751
38	30.18352827	97.92878653
39	30.18407802	97.92880139
40	30.1846274	97.92880024
41	30.18517714	97.9288113
42	30.1857267	97.92881319
43	30.18625647	97.9288099
44	30.18681003	97.92868309
45	30.18733067	97.92849347
46	30.18781392	97.92820175
47	30.18829462	97.9278946
48	30.18877434	97.92758516
49	30.18925173	97.92727097
50	30.18972631	97.92695118
51	30.19020127	97.92663213
52	30.19068228	97.92632532
53	30.19115874	97.92600946
54	30.19150053	97.92576854
55	30.19159926	97.92596707



23-0484

SITE NAME KEITH HARRIS MEMORIAL	ADDRESS 14450 NUTTY BROWN RD, AUSTIN, TX 78737	GP PERMIT NUMBER GP_PERMIT_NUMBER	PERMIT NUMBER AUS_1710AHWZ_57_TYDOT_NED_1
------------------------------------	---	--------------------------------------	--

OWNER: MCI metro
ACCESS TRANSMISSION SERVICES CORP

QUANTA TELECOM SERVICES
OUTSIDE PLANT CONSTRUCTION

ENGINEER: hbk
HBK ENGINEERING, LLC
10000 N. BRANIFF BLVD, SUITE 100
DALLAS, TEXAS 75243
PHONE: (214) 343-1111
FAX: (214) 343-1112
WWW.HBKENGINEERING.COM

PROFESSIONAL ENGINEER
EXPIRES 09-30-2024

12215
1/21/2024
DATE
180484 7-14212

DATE: 01-18-2024

ENGINEER: AJB

DRAWN BY: SMD

REVISIONS

DATE	DESCRIPTION	INITIAL
1/18/24	FOR TYDOT REVIEW	SMD

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

HORIZONTAL: N.T.S.

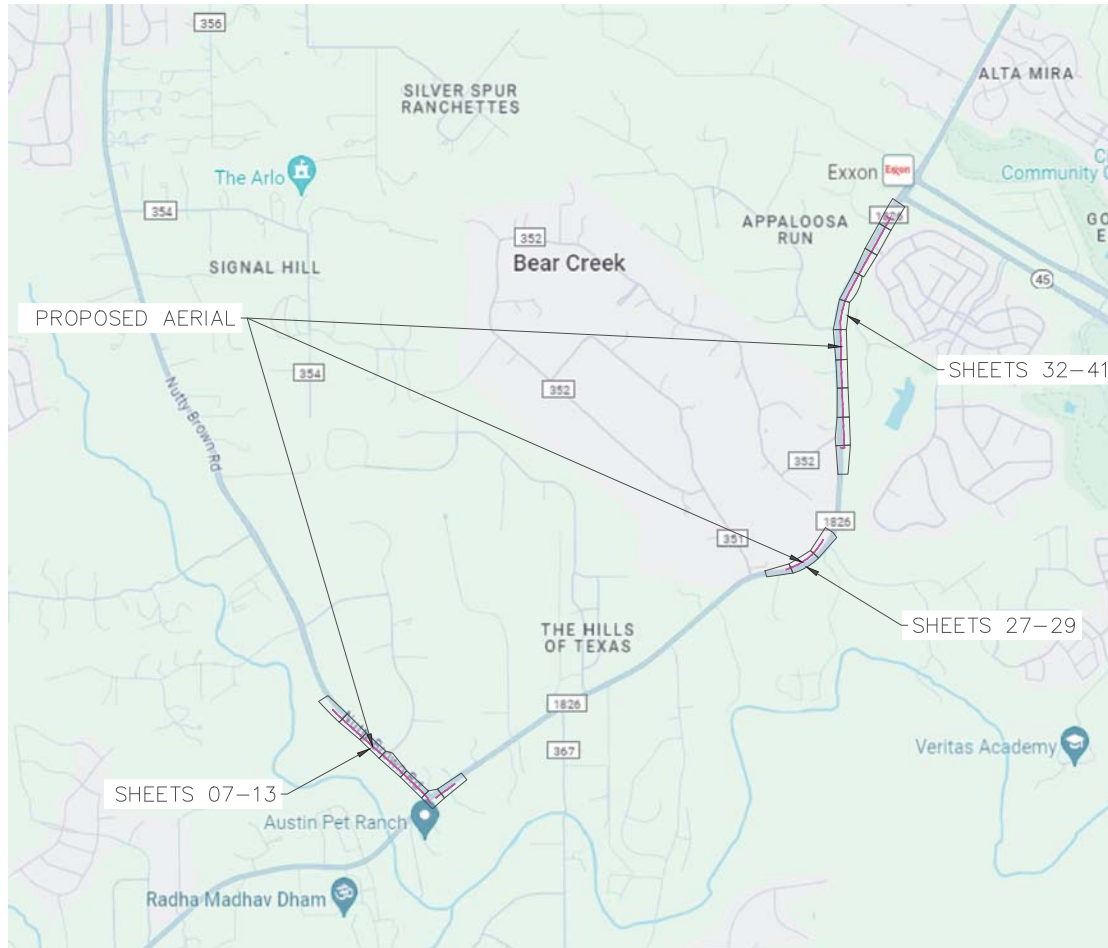
VERTICAL: N.T.S.

SHEET 02 OF 44

NFID: 1710AHWZ.57

FQID: SEE COVER

LOCATION MAP & CONTACTS
14450 NUTTY BROWN RD, AUSTIN, TX 78737



CONTACTS

ENGINEERING & PERMITTING:

ENGINEERING MANAGER: STEFAN SALZANO
PHONE: 630-202-6395
EMAIL: SSALZANO@HBKENGINEERING.COM

CONSTRUCTION

CONSTRUCTION MANAGER: JAMISON CHANEY
PHONE: 512-673-2713
EMAIL: JAMISON.CHANEY@MEARS.NET

OUTSIDE PLANT CONSTRUCTION:

PROGRAM DIRECTOR: CONNOR CHILDS
PHONE : 512-937-7337
EMAIL: CONNOR.CHILDS@MEARS.NET

VERIZON:

PROJECT MANAGER: DAVID NORRIS
PHONE: 213-300-7569

PROJECT ENGINEER: TIMOTHY WILLIAMS
PHONE: 512-567-4933
EMAIL: TIMOTHY.WILLIAMS1@VERIZON.COM

TXDOT

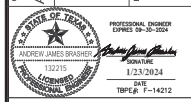
UTILITY COORDINATOR - ENGINEERING
ASSOCIATE C JOHN GORDAN
PHONE: 512-832-7055
EMAIL: JOHN.GORDAN@TXDOT.GOV



23-0484

SITE NAME KEITH HARRIS MEMORIAL
ADDRESS 14450 NUTTY BROWN RD, AUSTIN, TX 78737
GP PERMIT NUMBER GP_PERMIT_NUMBER
PERMIT NUMBER AUS_1710AHWZ_57_TXDOT_NED_1

MCI metro ACCESS TRANSMISSION SERVICES CORP
QUANTA TELECOM SERVICES
OUTSIDE PLANT CONSTRUCTION
ENGINEER: HBK ENGINEERING, LLC 11200 N. BRANIFF AVE SUITE 100 AUSTIN, TEXAS 78758 PHONE: 512-937-7337 FAX: 512-937-7337



DATE: 01-18-2024

ENGINEER: AJB

DRAWN BY: SMD

REVISIONS		
DATE	DESCRIPTION	INITIAL
1/18/24	FOR TXDOT REVIEW	SMD

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES, INC. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

HORIZONTAL: N.T.S.

VERTICAL: N.T.S.

SHEET 03 OF 44

NFID: 1710AHWZ.57

FQID: SEE COVER



AGENDA ITEM REQUEST FORM: **G. 27.**

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Agenda Item

Amend the wording of a motion made by the Commissioners Court on Item K2 on the March 26, 2024 agenda from "owned by BCG Uhland, LP" to "owned by Sun Creeks Crossing, LLC, a Michigan limited liability company" effective March 26, 2024. **INGALSBE**

Summary



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve and authorize the County Judge to execute the scope and fee agreement between Hays County and Pape-Dawson Engineers related to a Right-of-Way study for a proposed extension of Posey Road. **INGALSBE/BORCHERDING**

Summary:

An extension of Posey Road is being proposed; however, acquisition of ROW needs to be accomplished. An evaluation of the proposed ROW and the effects to property owners will be investigated in regard to damages and whether remainder parcels will need to be acquired.

Fiscal Impact:

Amount Requested: \$28,000

Line Item Number: 020-710-00.5448_008

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications (RFQ) 2021-Q01 Professional Engineering Services

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Consultant Expense

New Revenue Y/N?: N/A

Comments:

Attachments

posey extension scope and fee

April 2, 2024

Mr. Jerry Borcharding, P.E.
Hays County Transportation Director
2171 Yarrington Road
Kyle, Texas 78640

RE: Cassidy Tracts (Posey Road Extension)

Pape-Dawson Consulting Engineers, LLC is providing the following scope in response to discussions dated February 27, 2024, as they relate to the Posey Road extension through property owned by Mr. William E. Cassidy (hereinafter the "Cassidy Property"), Hays County Reference ID No. R16857. Pape-Dawson understands that Hays County (hereinafter the "County") is contemplating plans to extend Posey Road southeast across several private properties to Beback Inn Road. The County has provided preliminary developer plans indicating impacts to two (2) Cassidy tracts (16.296 acres and 1.704 acres) respectively (Exhibit A).

It should be noted that this figure does not align with the Hays County Appraisal District property map.

RIGHT-OF-WAY (FEE SIMPLE) ACQUISITION SUPPORT SERVICE

The following scope is to provide acquisition support services in connection with the above referenced project. Pape-Dawson will assist in evaluating two vacant tracts (fee simple acquisitions) necessary for the Posey Road extension to Beback Inn Road.

- | | | |
|-------------|---|----------------------------|
| I. | TITLE SEARCH
Pape-Dawson will conduct a review of property records to ascertain the exact ownership and acreage of the Cassidy Tracts proposed for acquisition. | TOTAL FEE: \$4,000 |
| II. | NEGOTIATIONS
Pape-Dawson will engage the property owner on behalf of the County during any negotiations of the subject tracts in support of the Posey Road to Beback Inn Road project. Pape-Dawson to negotiate and acquire three (3) fee simple parcels needed for a brand new facility connecting Posey Road to Beback Inn Road through negotiation following the Eminent Domain laws in Texas. | TOTAL FEE: \$2,000 |
| III. | EVALUATE EXISTING AND POST-DEVELOPMENT CONDITIONS
Pape-Dawson will obtain and analyze available Atlas 14 floodplain information and determine as much as practical, creek buffer areas required by Hays County (if any) to determine all remaining useable areas (regardless of size) left out of the original total Cassidy acreage. | TOTAL FEE: \$10,000 |

Pape-Dawson will obtain and analyze all available Atlas 14 floodplain information including the developer's roadway alignment and determine as much as practical all creek buffer areas required by the City of San Marcos (if any) to determine all remaining useable areas (regardless of size) left out of the original total Cassidy acreage.

Pape-Dawson will use this information to determine and define "Inside Buffer Area" and "Landscape Buffer Area" as proposed by the developer. All applicable municipal, county and state codes will be considered in the final evaluation.

IV. APPRAISAL SERVICES

TOTAL FEE: \$12,000

The appraiser (subconsultant) will determine the highest and best use for both tracts in their entirety and the tracts in their proposed carve outs, applying specific values to each carve out based on the unique qualities of each carve out. The carve outs may include, proposed ROW, floodplain, park designated property, interior property, frontage road property, corner clips etc. All considerations will be considered when analyzing all acreage regardless of size (economic unit), topography, floodplain, and geo-reference (location). The last element to consider is the value of a remainder with access across a newly built road.

The appraiser will provide an opinion of market value for up to two (2) tracts for the Posey Road extension. The appraisal will follow all necessary protocols and regulations required under the URA and USPAP rules. The appraiser will also use appraisal guidelines outlined in the Texas Department of Transportation (TxDOT) ROW Manual to ensure all deliverables meet the appropriate standard of care.

- Appraisals will be provided by a qualified MAI appraiser approved by the County.
- One appraisal will be submitted per right-of-way parcel.
- The appraisals will be submitted within 45 days of notice to proceed.
- Each appraisal will include and quantify whenever possible all negative and positive impacts to the parent tracts.
- Negative impacts may include but not be limited to the after effects of bisected tracts, remnant tracts, environmental impacts (i.e. TCEQ, COE, County, etc.).
- Positive impacts may include but not be limited to developable corner tracts, new roadway frontage tracts, potential water features for residential and commercial use.
- Other items to evaluate will be floodplain values.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- Assumes up to six (6) months of support.
- This scope is only associated with the Cassidy Tract(s) and does not include any other property or properties in the immediate vicinity or surrounding areas.
- Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis based on our current and approved fee rate schedule or a negotiated lump sum fee based on this same fee schedule.
- Right-of-entry fees (if applicable) to the landowners to be paid directly by the Developer.
- The proposed fee includes coordination with client's lender, attorney, and property seller relative to loan, property closing agreements, etc.
- Recordation fees will be billed as a reimbursable expense to the County.
- The deliverables from this scope herein are not intended to be suitable for eminent domain purposes.
- All services associated with negotiation, acquisition and condemnation are not included in this scope.
- All additional services not accounted for in this proposal will be billed at an hourly rate of \$375.00.

SUMMARY OF SCOPE AND FEES

I.	Title Search	Task 290	\$ 4,000.00
II.	Negotiations	Task 291	\$ 2,000.00
III.	Evaluate Existing and Post Development Conditions	Task 292	\$ 10,000.00
IV.	Appraisal Services	Task 293	\$ 12,000.00
			Total: \$ 28,000.00

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment. A budget of \$ 28,000.00 is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include any Direct Expenses (defined below) or applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,

Pape-Dawson Consulting Engineers, LLC
Texas Registered Engineering Firm # 470

HAYS COUNTY



Brian Allen, P.E., CFM
Associate Vice President

Signature: _____

Name: _____

Title: _____

Date: _____

HAYS COUNTY

ACCOUNTS PAYABLE CONTACT INFO

Name: _____

Address: _____

Phone: _____

Email: _____

Attachments:

- Pape-Dawson Terms & Conditions

PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: CASSIDY TRACTS (POSEY ROAD EXTENSION) (the "Project")
TERMS AND CONDITIONS

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to Hays County, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue

work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 Compensation in Event of Termination. On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 Independent Contractor: It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 No Certification. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 Execution of Documents. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 No Supervision of Contractors. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 Entire Agreement. The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 Venue. Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 Construction of Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 Successor and Assigns: Third Party Beneficiary. The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise Survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 5 in the amount of \$25,000.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection 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). **SMITH/BORCHERDING**

Summary:

The Contract Amendment increases the contract compensation cap by \$25,000.00 from \$395,000.00 to \$420,000.00. This will allow for the execution of a Supplemental No. 5 to Work Authorization No. 2 which authorizes the development of revised construction plan sheets that reflect revised wall configuration due to change in materials and proximity to existing utilities. This effort will be funded through the 2016 Road Bond Program project number 23-872-035.

Fiscal Impact:

Amount Requested: \$25,000.00

Line Item Number: 035-804-96-872.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$25,000 - Increase Engineering_Operating 035-804-96-872.5621_400

(\$25,000) - Decrease General Construction 035-800-96.5611_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Pursuant to Texas Government Code Chapter 2254, Professional Services

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

US290WatTrautwein-WSB-PSAAmendemnt5

CONTRACT AMENDMENT NO. 5
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
US 290 West at Trautwein Road ("Project")**

THIS CONTRACT AMENDMENT NO. 5 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 WSB & Associates, 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 September 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 \$395,000.00; 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 \$ 395,000.00 to \$ 420,000.00.

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

Dan Rogers
Printed Name

Principal
Title

4/1/2024
Date


COUNTY:

By: _____
Signature

Printed Name

Title

Date


4/2/2024



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Hold a public hearing with possible action to establish a "No Parking" zone along the south side (school side) of Vista Gardens Drive from Aura Drive to Sunbright Boulevard for Sunfield Elementary School. **COHEN/BORCHERDING**

Summary

In response to a request by the Hays CISD, there is a need to establish a "No Parking" zone along the school side of Vista Garden Drive (Sunfield subd.) with signage within the ROW. Vehicles are parking at this location to drop off & pick up students for Sunfield Elementary School, however the eastbound lane needs to be clear for both the vehicles attempting to exit the school. (Please see attachment)

Attachments

Vista Garden No Parking Backup

Sunfield Elementary Midway, Phase II, Building 4
No-Parking Vista Gardens Drive

Aura Drive

Vista Garden Drive

Sunbright Boulevard





Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to call for a public hearing on April 23, 2024 to establish a "No Parking" zone along both sides of Marsh Lane from Painted Desert Lane to the school exit for Ralph Pfluger Elementary School. **COHEN/BORCHERDING**

Summary

In response to a request by the Hays CISD, there is a need to establish a "No Parking" zone along both sides of Marsh Lane with signage within the ROW. Vehicles are parking at this location to drop off & pick up students for Ralph Pfluger Elementary School; however, both lanes need to be clear for both the vehicles attempting to enter and exit the school. (Please see attachment)

Attachments

Ralph Pfluger No Parking Backup





Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on April 23, 2024, to establish a 4-way stop on Summit Drive at Bluebonnet Way within Green Pastures Subdivision. **INGALSBE/BORCHERDING**

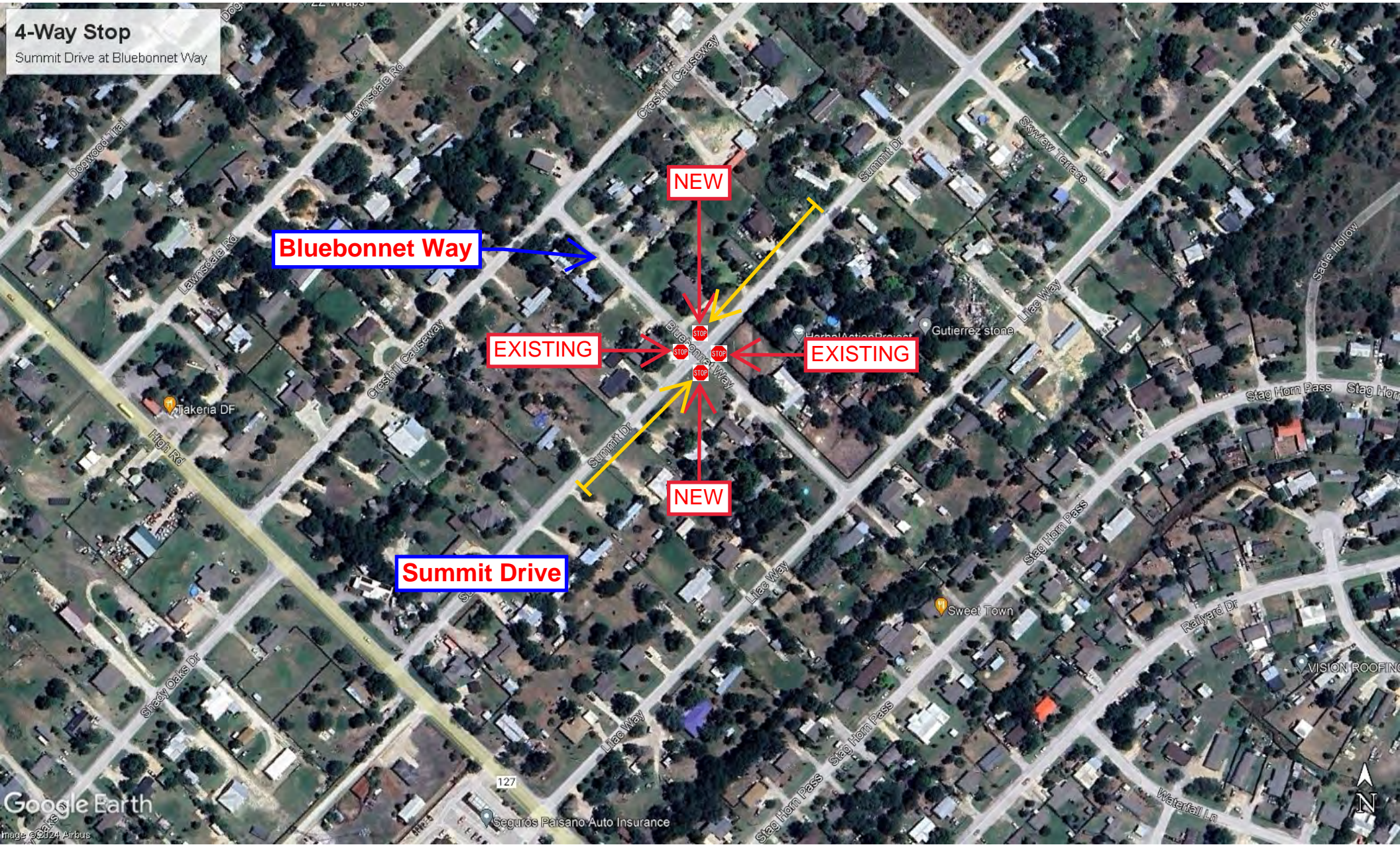
Summary

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 Summit Drive within Green Pastures Subd.

Attachments

Summit Drive 4-Way Stop Backup

4-Way Stop
Summit Drive at Bluebonnet Way





Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2413-PC; The Cliffs of Onion Creek, Lot 1, Replat. Discussion and possible action to consider a variance from Chapter 721 § 5.05(B) of the Hays County Development Regulations and approval of final plat. **SHELL/PACHECO**

Summary

Cliffs of Onion Creek is a platted subdivision located off of Loop 165 in Dripping Springs and within Commissioner Precinct 3. The Replat will establish two (2) lots across 22.49 acres. This consists of a portion of Lot 1 being replatted to establish Lot 1A and to generate access for to-be-platted raw acreage to be known as Lot 1B. Water utility is provided by individual private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Chapter 721 § 5.05(B) of the Hays County Development Regulations states: "Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed subdivision be allowed to utilize a flag lot configuration of Lot 1B. Justification and equal measures for the variance is included in the backup.

Attachments

Cover Letter

Plat

Location Map

Variance Request

Variance Request Supplemental Letter



Hays County Commissioners Court Agenda Request

Meeting Date: April 9th, 2024

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2413-PC; The Cliffs of Onion Creek, Lot 1, Replat. Discussion and possible action to consider a variance from Chapter 721 § 5.05(B) of the Hays County Development Regulations and approval of final plat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Cliffs of Onion Creek is a platted subdivision located off of Loop 165 in Dripping Springs and within Commissioner Precinct 3.
- B) The Replat will establish two (2) lots across 22.49 acres. This consists of a portion of Lot 1 being replatted to establish Lot 1A and to generate access to to-be-platted raw acreage to be known as Lot 1B.
- C) Water utility is provided by individual private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.
- D) Chapter 721 § 5.05(B) of the Hays County Development Regulations states: "Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed subdivision be allowed to utilize a flag lot configuration for Lot 1B. Justification for the variance is included in the backup.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth.

The actions remaining concern the pending approval or disapproval of the variance request to the Flag Lot configuration for proposed Lot 1B. Staff does not recommend nor support any variance request applications. These applications and/or requests must be permitted or allowed by the Commissioners Court.

Should approval of the variance be granted, staff recommends approval of the Cliffs of Onion Creek, Lot 1, Replat, as all remaining deficiencies will have been remedied.

ATTACHMENTS/EXHIBITS:

Plat
Location Map
Variance Request Application and Justification

THE CLIFFS OF ONION CREEK, LOT 1 REPLAT
BEING ALL OF THAT CERTAIN 11.56 ACRE TRACT OF LAND SITUATED IN THE J. MASSEY SURVEY
NO. 11, ABSTRACT NO. 306, HAYS COUNTY, TEXAS AND RECORDED IN DOCUMENT NO. 23037885,
OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AND ALL OF LOT 1, THE CLIFFS OF ONION CREEK
RECORDED IN VOLUME 6, PAGES 143-144, PLAT RECORDS, HAYS COUNTY, TEXAS
ESTABLISHING LOT 1A AND LOT 1B

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 HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES
FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS
SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS
COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT
REGULATIONS.

ERIC VAN GAASBECK, R.S., C.F.M.
FLOOD PLAIN ADMINISTRATOR
HAYS COUNTY

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT
THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED
FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ AT
____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT
NUMBER _____
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____,
20____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON
THE ____ DAY OF _____, A.D. 20____, PASSED AN ORDER
AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY
ENTERED IN THE MINUTES OF SAID COURT INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D.
20____.

RUBEN RECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE, THIS PLAT IS TRUE AND
CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER
MY SUPERVISION ON THE GROUND AND THE CORNER MONUMENTS WERE PROPERLY PLACED
UNDER MY SUPERVISION.

(B) THIS PLAT IS NOT TO BE RECORDED FOR ANY PURPOSE.

10/09/2003

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.P.L.S. NO. 6344

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, ANN LIVINGSTON, OWNER OF LOT 1, THE CLIFFS OF
ONION CREEK RECORDED IN VOLUME 6, PAGES 143-144, PLAT RECORDS, HAYS COUNTY, TEXAS AS
CONVEYED TO ME BY DEED RECORDED IN VOLUME 1135, PAGE 201, OFFICIAL PUBLIC RECORDS, HAYS
COUNTY, TEXAS, DO HEREBY PLAT THIS PROPERTY TO BE KNOWN AS LOT 1A AND LOT 1B, THE
CLIFFS OF ONION CREEK, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND
ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC
THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

ANN LIVINGSTON
801 LOOP 165
DRIPPING SPRINGS, TEXAS 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANN LIVINGSTON,
KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND
ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS
THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE OF, THIS THE ____ DAY OF
_____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



EXISTING CONFIGURATION
1" = 200'

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, KELLI DE LA TORRE, OWNER OF THAT CERTAIN 11.56
ACRE TRACT OF LAND AS CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 23037885,
OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY PLAT THIS PROPERTY TO BE KNOWN
AS LOT 1B, THE CLIFFS OF ONION CREEK, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT
TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE
TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

KELLI DE LA TORRE
2804 BARNBROOK CIRCLE
BRYAN, TEXAS 77802

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KELLI DE LA
TORRE, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT,
AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS
THEREIN STATED.

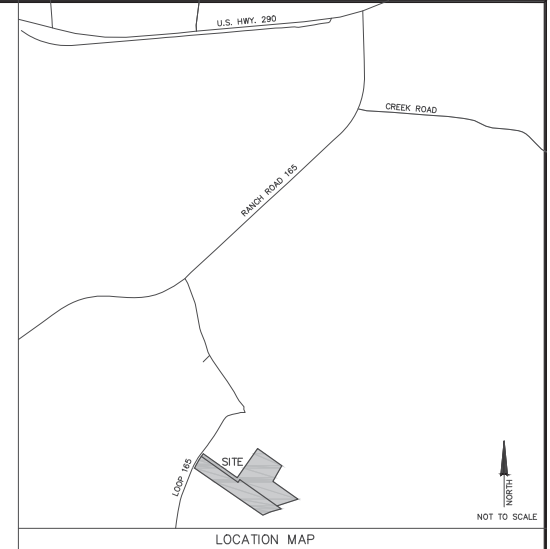
GIVEN UNDER MY HAND AND SEAL OF OFFICE OF, THIS THE ____ DAY OF
_____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

FLOOD PLAIN NOTE

ANY DEPICTION OR NOTE ON THIS SURVEY OR ANY STATEMENT
CONTAINED ON THIS SURVEY CONCERNING SPECIAL FLOOD
HAZARD AREAS DOES NOT CONSTITUTE A REPRESENTATION OR
WARRANTY BY THE SURVEYOR THAT THE PROPERTY AND/OR
STRUCTURES LOCATED ABOVE SPECIAL FLOOD HAZARD AREAS
WILL BE FREE FROM FLOODING OR FLOOD DAMAGE OR THAT
FLOODING DOES NOT OCCUR ABOVE SPECIAL FLOOD HAZARD
AREAS. SPECIAL FLOOD HAZARD AREAS ARE SUBJECT TO
CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR
CHANNEL CONDITIONS CHANGE. THE NATIONAL FLOOD
INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP
(FIRM) IS FOR USE IN ADMINISTERING THE NFIP. IT DOES NOT
NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING,
PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE,
OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD
HAZARD AREAS.

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE
MAP (MAP NUMBER 48209C105F, MAP EFFECTIVE/REVISED
DATE OF SEPTEMBER 2, 2005), FLOOD PLANS SHOWN HEREON
WERE SCALED, ARE APPROXIMATE AND WERE NOT LOCATED ON
THE GROUND.



UTILITY INFORMATION

WATER: ON-SITE INDIVIDUAL WELL
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.

PLAT INFORMATION

TOTAL NUMBER OF LOTS	2
AVERAGE SIZE OF LOTS	11.24 ACRES
NUMBER OF LOTS OVER 10 ACRES:	1
NUMBER OF LOTS 5-10 ACRES:	1
NUMBER OF LOTS 2-5 ACRES:	0
NUMBER OF LOTS 1-2 ACRES:	0
NUMBER OF LOTS LESS THAN 1 ACRE:	0

DRIVEWAY PERMIT STATEMENT

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS,
NO DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS
ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS
BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING
REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

GENERAL NOTES

- 1) MAILBOXES PLACED WITHIN THE ROW, SHALL BE AN APPROVED TYPED OR FHWA DESIGN.
- 2) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 3) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
- 4) A PORTION OF THIS SUBDIVISION LIES WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE A), AS DELINEATED ON FLOOD INSURANCE RATE MAP, PANEL #48209C105F, DATED SEPTEMBER 2, 2005. ANY DEPICTION OR NOTE ON THIS SURVEY OR ANY STATEMENT CONTAINED ON THIS SURVEY CONCERNING SPECIAL FLOOD HAZARD AREAS DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY BY THE SURVEYOR THAT THE PROPERTY AND/OR STRUCTURES LOCATED ABOVE SPECIAL FLOOD HAZARD AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGE OR THAT FLOODING DOES NOT OCCUR ABOVE SPECIAL FLOOD HAZARD AREAS. THE SPECIAL FLOOD HAZARD AREA SHOWN HEREON WAS DIGITIZED (SCALED AND APPROXIMATE) FROM SAID NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP AND WAS NOT SURVEYED ON THE GROUND. SPECIAL FLOOD HAZARD AREAS ARE SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) IS FOR USE IN ADMINISTERING THE NFIP. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS.
- 5) NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- 6) THIS SUBDIVISION LIES WITHIN THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT.
- 7) ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- 8) THIS SUBDIVISION IS LOCATED WITHIN EMERGENCY SERVICE DISTRICT #1 AND #2.
- 9) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 10) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 11) IMPROVEMENTS NOT SHOWN HEREON NOR LOCATED BY THIS SURVEY.
- 12) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 13) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ALL SETBACKS, EASEMENTS, COVENANTS, ENCUMBRANCES, ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 14) VERTICAL DATUM - NAVD83 (GEOID83) AS ESTABLISHED USING GPS RTK METHODS AND THE RTK COOPERATIVE NETWORK.
- 15) THE PURPOSE OF THIS REPLAT IS TO CREATE AN APPROVED LOT OF A CONVEYED 11.56 ACRE TRACT OF LAND AND FEE SIMPLE CONVEYANCE OF A 60' WIDE PERMITTED DRIVEWAY OUT OF THE EXISTING LOT 1, THE CLIFFS OF ONION CREEK.
- 16) UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.
- 17) NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
- 18) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLY. PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREA, MAY OFFER THE BEST RENEWABLE WATER SOURCE.
- 19) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

WCR
LAND SURVEYING
P.O. BOX 481 ELANCO, TX 78809
830-833-3010 INFO@WCRLANDSURVEYING.COM
TIP#645 FORM #10194135

JOB NO.: 2078-23

DRAWN BY: CJJ

CHECKED BY: CJJ

SHEET: 1 OF 2

- LEGEND**
- () RECORD CALL PER PLAT
 - SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
 - ⊙ SET MAG NAIL W/ A YELLOW "WCR" PLASTIC WASHER
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - ⦿ FOUND 5/8" IRON ROD
 - ⊗ FOUND MAG NAIL
 - ⊙ FOUND COTTON SPINDLE
 - ⦿ FOUND IRON ROD W/ A YELLOW "ALLSTAR 5725" PLASTIC CAP

HUDSON RANCH PARTNERS, LLC
CALLED 10.03 ACRES
VOL. 3407 PG. 342
OFFICIAL PUBLIC RECORDS
PROPERTY ID: 127742
H.C.C.A.D.

BENCHMARK
N:13974228.2
E:2213255.8
ELEV:1347.0'
SET MAG NAIL
IN ASPHALT

10' PUBLIC UTILITY EASEMENT
VOL. 1135 PG. 201
OFFICIAL PUBLIC RECORDS

Loop 165
C-SIDE DRIVE
HAYS COUNTY LAKE
DRAINAGE TO LOT 165
(NORTH SIDE OF ROAD)

8.2'
DEDICATED PUBLIC
RIGHT-OF-WAY
VOL. 6, PGS. 143-144
PLAT RECORDS

L=60.02' (305.33' R6)
R=1367.07' (1367.07' R6)
Δ=002°30'55" (12°47'48" R6)
CB=N36°22'47"E (N31°25'06"E R6)
CD=60.01' (304.69' R6)

L=245.37' (305.33' R6)
R=1367.07' (1367.07' R6)
Δ=010°17'02" (12°47'48" R6)
CB=N29°58'49"E (N31°25'06"E R6)
CD=245.04' (304.69' R6)

MATTHEW FORD AND TINA FORD
CALLED 11.57 ACRES
DOC. NO. 18037359
OFFICIAL PUBLIC RECORDS
(R9)
PROPERTY ID: 162592
H.C.C.A.D.

BENCHMARK
N:13973922.5
E:2214062.2
ELEV:1324.9'
SET MAG NAIL IN CONCRETE PAD

LOT 1A
9.81 ACRES
MINIMUM FLOOR ELEVATION: 1281.0'

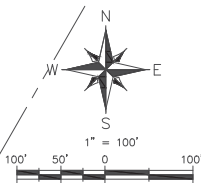
LOT 2
THE CLIFFS OF ONION CREEK
VOL. 6 PG. 143-144
PLAT RECORDS
PROPERTY ID: 60326
H.C.C.A.D.

LOT 1B
12.68 ACRES
KELL DE LA TORRE
1.56 ACRES
DOC. NO. 23037885
OFFICIAL PUBLIC RECORDS
MINIMUM FLOOR ELEVATION: 1281.0'

LINDA DAVENPORT BREWER
REMAINDER OF CALLED 48.47 ACRES
VOL. 1682 PG. 469
OFFICIAL PUBLIC RECORDS
PROPERTY ID: 16405
H.C.C.A.D.

LOT 2
SHEPLEY RANCH
VOL. 9 PGS. 181-182
PLAT RECORDS
HUDSON RANCH PARTNERS, LLC
PROPERTY ID: 96139
H.C.C.A.D.

LINDA DAVENPORT BREWER
REMAINDER OF 26.44 ACRES
VOL. 3171 PG. 295
OFFICIAL PUBLIC RECORDS
PROPERTY ID: 127481
H.C.C.A.D.



FOUND 1/2" IRON ROD
W/ PLASTIC CAP

APPROXIMATE ZONE A
SPECIAL FLOOD HAZARD AREAS
(N78°28'36"W
34.92' R6)
FOUND IRON PIPE -
(N78°33'46"W
35.02' R6)

POINT
567°10'56"W
148.73'
(567°19'50"W
148.72' R6)

POINT
574°15'06"W 205.01'
(574°24'00"W 205.00' R6)
ONION CREEK

WCR
LAND SURVEYING
P.O. BOX 481 ELANCO, TX 78606
830-833-3010 INFO@WCR.LANDSURVEYING.COM
TIPPEALS FORM #10104135

JOB NO.: 2078-23
DRAWN BY: CJJ
CHECKED BY: CJJ
SHEET: 2 OF 2





REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Ann Livingston
Property Owner's Mailing Address: 801 Loop 165, Dripping Springs, Texas 78620
Home Phone: _____ Work Phone: _____
Cell Phone: (512) 587-3336 e-Mail Address: aclivingston@gmail.com

IF APPLICABLE: Owner hereby gives Eric L. Gomez permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

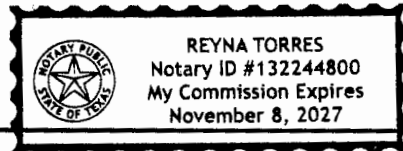
I hereby certify that the above statements are true and correct to the best of my knowledge.

Ann Livingston
Owner's Signature

STATE OF TEXAS
COUNTY OF HAYS

Subscribed and sworn to before me this 7th day of MARCH, 2024

(seal)



Rafael
Notary Public
My Commission expires: November 8, 2027

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Eric L. Gomez
Applicant's Mailing Address: 14101 W Hwy 290 STE 1300, Austin, TX 78737
Home Phone: 737-204-2341 Work Phone: 512-894-5426
e-Mail Address: egomez@braungresham.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): The Cliffs of Onion Creek, Replat of Lot 1
911 street address for the Subject Property, if established: 801 Loop 165, Dripping Springs, Texas 78620

Legal description:

Lot 1, Block _____, Subdivision Cliffs of Onion Creek, Sec _____, Phase _____

If not located in a subdivision: Survey _____,

Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R60326; R96369; R118207; R103605; 1R23804; R123797

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 3
This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Section 5.05(B)	"Each lot shall have the minimum direct frontage onto a Regulated Roadway..." "Flag lots shall not be permitted, except if approved by the Commissioners Court..."	Lot 1B includes a 60 foot wide portion (1.12 acres) that was formerly a part of Lot 1A and was an existing permitted driveway used by Lot1A. The regulations fail to define a "flag lot". This Variance Request is submitted in case the proposed Lot 1B is perceived as a "flag lot". However, the "pole" width of the "flag" exceeds the County's minimum frontage requirements. In surrounding jurisdictions, "flag lots" are defined, and the definitions commonly describe widths less than the minimum frontage requirements. In this case, the width of 60' is greater than the minimum county requirements of 50' and makes use of a preexisting permitted driveway.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary): ***Applicant reserves the right to supplement all answers.

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The land being absorbed into the Cliffs of Onion Creek subdivision is adjacent to and north east of TCAD ID R60326 ("Lot 1A").

This land is composed of TCAD IDs R96369; R118207; R103605; 1R23804; R123797 (collectively, "Lot 1B").

The owners of Lots 1A and 1B are different, and Lot 1B does not have access to a public ROW.

Strict enforcement of the Development Regulations would prevent EMS from being able

to access Lot 1B, and would prevent the owner of Lot 1B from accessing a public ROW.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

Most legal tracts in Hays County have access to a public ROW. In the event of an emergency, that access may be used for services or for escape. Without the flag, the lot has no public access, creating a safety issue not present at neighboring or similarly situated properties. In addition, having a fee simple ownership of the means of public access is a reasonable use of the land, the deprivation of which creates a real hardship.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The refusal to grant the variance is what will be detrimental to public health, safety and welfare, by causing undue burdens on EMS to access the subject tract, especially in the event of flooding or medical emergency. Additionally, the owner of the neighboring tract is who is providing the land for this access in order to prevent injurious actions to other property. Finally, public access to ROWs is an ideal goal for orderly development, and that is what is being proposed here.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The unplatted property that being platted had no other frontage to use for access. The owner bought the properties as they are - Lots 1-3, Cliffs of

Lot 1A, being the Cliffs at Onion Creek, have been platted; Lot 1B is not platted, but
is being proposed for platting through the replat. The platting of land is a development goal.
As a part of that goal, the applicant is trying to create access for the unplatted Lot 1B

5. Describe how the variance will improve the functionality of the development on the Subject Property:

Fee simple ownership of land is the purest form of ownership. An easement is an encumbrance or burden on land, which
can be terminated. Fee ownership cannot be terminated. In addition there is a permitted
driveway under Permit No. 2019-2152, which is occupying the portion of the proposed flag. The
applicant and owner are proposing to convey this driveway through a 60 ft. strip to the
the owner of Lot 1B in fee simple. This will greatly improve the functionality of the property.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not applicable.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

In Texas, landowners have a right to be able to access a public ROW from their land. This right has been codified by statute in, for example, the Texas
Transportation Code, Section 251.053, where a landowner can petition a commissioners court to declare and build a public road when
no public access exists for the landowner's property. The Development Regulations, at least in this case, prohibit a cost effective means of
creating public access through the proposed strip, which would save the County the expense of possible condemnation and a public road building project.
The applicant is not seeking a new ordinance to resolve this, but only a case-specific approval of a reasonable variance.

PRE-SUBMITTAL CHECKLIST

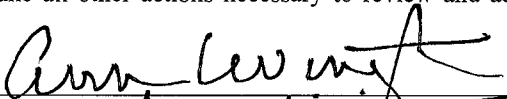
CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

THE APPLICANT RESERVES THE RIGHT TO SUPPLEMENT AFTER SUBMISSION.

OWNER'S/APPLICANT'S CERTIFICATION:

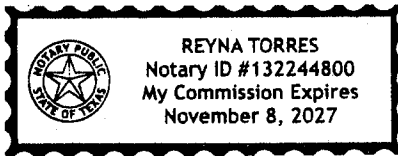
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

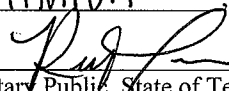

Print Name Ann Livingston

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 7th day of March, 2024.

(seal)




Notary Public, State of Texas
My Commission expires: November 8, 2027



March 27, 2024

Via Email: planning@co.hays.tx.us

Hays County
Development Services
2171 Yarrington Road
Kyle, TX 78640

RE: Supplemental Letter to Variance Request for Project PLN-2413-PC

Dear Commissioners Court and Planning Review Team:

My firm represents Ann Livingston, property owner of the Cliffs at Onion Creek. A Variance Request was recently submitted as a part of a replat application under Project PLN-2413-PC. The purpose of this letter is to provide supplemental information to the Variance Request, which was uploaded to the My Government Online portal on March 7, 2024.

The Variance Request is seeking a variance from Hays County Development Regulations ("County Code") Chapter 721, §5.05(B) "Access to Regulated Roadways: Flag Lots." In accordance with County Code Chapter 701 §8.02., "[t]he Commissioners Court shall have the authority to grant variances from these Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements of the Rules, or to avoid a regulatory taking." Five (5) criteria follow this statement that are intended to aid in this determination. This letter does not provide a complete response to each of the five criteria, since that response has occurred in the submitted application. Rather, this letter expands on some of the more critical responses that have already been provided.

The overarching goal of a variance request, per County Code, is to determine whether a relaxing of strict enforcement is in the "public interest or the requirements of justice demands" it. Perhaps the most fundamental feature of any regulatory framework is the provision of prior notice to the public in order to legitimize adherence and enforcement of the regulations. Regarding my client's variance application, the County should take note that the term "flag lot" is not defined in any part of the County Code. This fact has not been overlooked by numerous other municipalities or county governments in the State of Texas. By way of example, the City of Austin's Land Development Code, Section 25-1-21(42) defines "Flag Lot" as "a lot that abuts a street by means of a strip of land that does not comply with the requirements of this chapter for minimum lot width." Austin Land Development Code § 25-4-175 further describes flag lot parameters in the context of platting requirements. In Caldwell County's Development Regulations, Section 2.0, a "Flag Lot" is defined as "a lot which has street frontage via a slender strip of land conforming to the subdivision layout requirements of this ordinance." Medina County defines "Flag Lots" as "a lot having the minimum required frontage on a public right of way with the largest portion of the lot area connected to the public right of way by a narrow strip of land, or "flag pole," which is included in the lot" (*see* Medina County Subdivision Rules and Regulations, Section 2.20). There are certainly

more examples, and those are available upon request, but it is important to recognize that surrounding governments, excepting Hays County, have seen fit to provide residents prior notice of what a flag lot is before they attempt to regulate them. Without guidance to instruct residents, determinations by regulators are subject to arbitrary and capricious outcomes. Such is the danger here.

Regarding the five criteria in Ch. 701, Section 802 (A) – (E), please permit a concise and general statement. Lot 1B in the proposed replat will not have access to a public right-of-way without the variance being approved, or a recognition that a variance is not actually needed for the proposed layout. As designed, the proposed access for Lot 1B is 60-feet wide, which exceeds the minimum frontage requirements for country lanes, local roadways, and urbanized local roadways. The proposed access also contains a permitted driveway, which is intended to be a part of Lot 1B in fee simple. A fee simple ownership of the driveway, rather than an easement, is a requirement for legal tract status in many jurisdictions. For this reason, the proposed replat represents a reasonable use of the land that promotes orderly development. In addition, Lot 1B needs access to a public right of way for health and safety reasons, which is in the public interest, and is a common feature of most other properties in the County. Without this access, the owner will be forced to either negotiate an easement, at potentially great cost, or failing that, to petition the Commissioners Court under Texas Transportation Code, Section 251.053, for the court to declare and build a public road. Finally, the property owner has agreed to provide certain equal protections by incorporating the following restrictions into the replat:

1. Lot 1B is prohibited from further subdivision.
2. Lot 1B is restricted to development of one (1) single family residence. Should any additional development of single-family residences or commercial development be proposed, no permits shall be issued unless/until improved access is created.

In consideration of these factors, we respectfully urge Hays County to see that the public interest and the requirements of justice demands relaxation of the application of County Code Chapter 721, §5.05(B), to the applicant's proposed replat configuration.

I am available at your convenience should you have any questions or comments.

Sincerely,



Eric L. Gomez
Attorney for Ann Livingston

CC Ann Livingston
 Jon Thompson
 Marcus Pacheco



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Marcus Pacheco, Director of Development Services

Sponsor:

Commissioner Smith

Agenda Item

PLN-2441-NP; Discussion and possible action regarding the Shelton Ranch Subdivision, Final Plat. **SMITH/PACHECO**

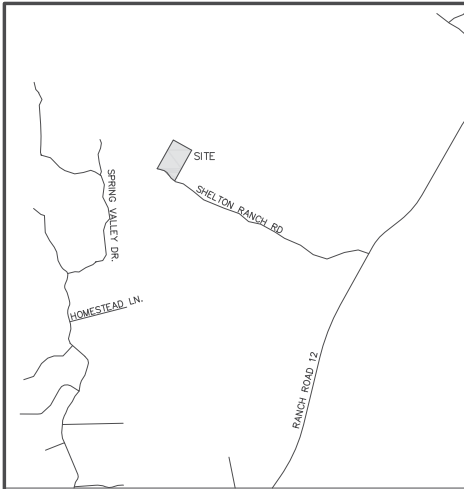
Summary

Shelton Ranch Subdivision is a proposed two (2) lot subdivision across 8.20 acres along Shelton Ranch Road in Dripping Springs and in Precinct 4.

Water will be accomplished by Individual Private Wells and Wastewater treatments will be accomplished by Individual On-Site Sewage Facilities.

Attachments

Plat



VICINITY MAP - 1"=2000'

SURVEYORS' NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0101F AND 48209C0105F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT C.F. NO. 2248366-DRP, DATED 9/29/2022 PROVIDED BY OLD REPUBLIC NATIONAL TITLE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ACCORDING TO SCALING FROM TCEQ MAPS THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS ISD.
7. ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.
8. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
9. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
10. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE, FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS FOLLOWING THE FILING OF THE PLAT.
11. THE ROADWAY CLASSIFICATION FOR SHELTON RANCH ROAD IS "RURAL COUNTRY LANE".
12. MAILBOXES PLACED WITHIN THE ROW SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, DANIEL E. HABERMAN AND MELANIE H. HABERMAN, OWNERS OF 8.20 ACRES IN THE G. W. LINDSAY SURVEY, ABSTRACT NO. 289 AS CONVEYED TO US BY DEED DATED 5/24/2004, AND RECORDED IN VOLUME 2471, PAGE 155, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY PLAT THIS PROPERTY TO BE KNOWN AS SHELTON RANCH SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

DANIEL E. HABERMAN, OWNER
1426 SHELTON RANCH RD.
DRIPPING SPRINGS, TX. 78620

MELANIE H. HABERMAN
1426 SHELTON RANCH RD.
DRIPPING SPRINGS, TX. 78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DANIEL E. HABERMAN AND MELANIE H. HABERMAN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LINE	BEARING	DISTANCE
L1	N 66°30'22" W	21.60'
L2	N 36°36'28" W	9.16'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	149.20'	29°59'14"	78.09'	N 51°35'27" W	77.20'
C2	118.17'	37°25'54"	77.20'	N 55°19'38" W	75.84'

CONTRACT OF SALE
VETERANS LAND BOARD OF TEXAS TO
BRUCE S. ALTMAN, JR.
8/29/1978 (13.94 AC)

LOT 1, CALVARY
SUBD.

TOBY AND KAREN WELLS
JOE AND KAREN THOMPSON
8/15/1996 (8.487 AC.)

INEZ WILEMAN AND LANNIS KIRCUS TO
DAVID AND GENE BAILEY
7/11/1994 (13.108 AC)

LOT SIZE CATEGORIES

TOTAL AREA = 8.20 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 4.10 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 6 - 10 ACRES = 1
NUMBER OF LOTS 2 - 5 ACRES = 1
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL ON-SITE WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

CLIENT: HABERMAN, DANIEL
DATE: 11/21/2022
OFFICE: BANKS
CREW: C. SMITH, BANKS
FB/PG: 800/28
PLAT NO. 28120-22-C

MARCUS PACHECO, DIRECTOR,
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

DATE

LEGEND

VOL
PG

HAYS COUNTY DEED, REAL PROPERTY
OR OFFICIAL PUBLIC RECORDS

VOL
PG

HAYS COUNTY
PLAT RECORDS

1/2" IRON ROD SET WITH PLASTIC
CAP STAMPED "BYRN SURVEY"

1/2" IRON ROD FOUND
OR DIAMETER NOTED

IRON ROD FOUND WITH
PLASTIC CAP

4" PIPE CORNER POST FOUND
60D NAIL FOUND UNLESS
NOTED OTHERWISE

WIRE FENCE

UTILITY LINE, POLE AND GUY

CONCRETE NAIL FOUND

BSL BUILDING SETBACK LINE

HAYS COUNTY INSTRUMENT NUMBER

60D NAIL SET WITH AN ALUMINUM
WASHER STAMPED "BYRN SURVEY"

COUNTY REGULATIONS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

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 WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF SHELTON RANCH SUBDIVISION,
BEING 8.20 ACRES IN THE G. W. LINDSAY
SURVEY, ABSTRACT NO. 289,
HAYS COUNTY, TEXAS



AGENDA ITEM REQUEST FORM: **J. 3.**

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Marcus Pacheco, Director of Development Services

Sponsor:

Commissioner Smith

Agenda Item

PLN-2347-NP; Discussion and possible action regarding the Freedom at Anthem Phase 1A, 2 and 3, Final Plat and accept fiscal surety for street and drainage improvements in the amount of \$8,983,610.22. **SMITH/PACHECO**

Summary

Freedom at Anthem Phase 1A, 2 and 3 is a proposed subdivision across 142.019 acres located off of Anthem Parkway in Kyle and Precinct 4.

These phases include 304 Single Family Residential Lots, and 2 Open Space/Drainage Lots.

Water and Wastewater treatment for the subdivision will be provided by City of Kyle.

Attachments

Plat
Bond

STATE OF TEXAS :
COUNTY OF HAYS :

KNOW ALL MEN BY THESE PRESENTS:

THAT, ANTHEM 918, LLC., OWNER OF 142.019 ACRES OUT OF THE ANDREW DUNN LEAGUE SURVEY, ABSTRACT 4 IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED OF RECORD IN DOCUMENT NUMBER 2106042 OF OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 221.088 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

"FREEDOM PHASE 1A, 2 & 3 FINAL PLAT"

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____ A.D.

BY: _____
WILLIAM SOUTHWORTH
ANTHEM 918 LLC
4001 W. PARKER LN, STE. 100
AUSTIN, TX 78727

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WILLIAM SOUTHWORTH 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.

GIVEN UNDER MY HAND, THIS THE _____ DAY OF _____, 20____ A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE ANTHEM M.U.D. NO. 1.
2. ALL OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0270 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. PUBLIC STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
6. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 15,858 L.F.
7. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
8. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERRECTED WITHIN DRAINAGE EASEMENTS.
9. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOA OR MUD.
10. SIDEWALKS SHALL BE CONSTRUCTED ALONG AT LEAST ON SIDE OF EACH PUBLIC STREET AND MAINTAINED BY ANTHEM MUD NO. 1.
11. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF MOUNTAIN CITY, TEXAS.
12. GAS IS PROVIDED BY CENTERPOINT ENERGY.
13. TELEPHONE/CABLE PROVIDED BY SPECTRUM AND/OR ASTOUND.
14. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
15. WASTEWATER SERVICES IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
16. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.
17. 15' UTILITY EASEMENTS SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED RIGHT OF WAY.
18. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
19. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5.
20. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE PHASING AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON APRIL 4, 2017.
21. NO RESIDENTIAL LOT WITHIN FREEDOM SUBDIVISION SHALL BE PERMITTED DIRECT ACCESS TO W. RM150.
22. THE FREEDOM PHASE 1A, 2 & 3 FINAL PLAT AREA LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER AUTHORITY AND THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT.
23. PURSUANT TO CHAPTER 245 SECTION 004 (EXEMPTIONS) THE CONSTRUCTION STANDARDS ADOPTED BY HAYS COUNTY FOR THE HEALTH AND WELFARE OF THE PUBLIC ARE NOT EXEMPTED FROM CHANGE AND THIS ARE NOT CONSIDERED GRAND-FATHERED. IT IS THE DECISION OF THE HAYS COUNTY TRANSPORTATION AND DEVELOPMENT SERVICES DEPARTMENTS THAT THE CONSTRUCTION AND DESIGN STANDARDS AT THE TIME OF ORIGINAL PLATTING SHALL BE HONORED FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF FINAL PLAT ACCEPTANCE. IF CONSTRUCTION HAS STARTED PRIOR TO THE FIVE YEAR EXPIRATION DATE THEN THE PHASES FOR WHICH THE COUNTY HAS COMPLETE CONSTRUCTION PLANS FOR SHALL BE ALLOWED TO USE THE ORIGINAL STANDARDS. SUBSEQUENT PHASES THAT HAVE NOT BEEN FULLY DESIGNED AND APPROVED AT THAT POINT SHALL BE DESIGNED TO THE MOST CURRENT STANDARDS AND SPECIFICATIONS.
24. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT 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 RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
25. THE FOLLOWING ROADWAYS WILL BE DEDICATED TO HAYS COUNTY, GETTYSBURG DRIVE, ANTHEM PARKWAY, RESURRECTION DRIVE, MONTEREY ACRES PLACE, SAVANNAH OAKS TRAIL, PRODIGAL WAY, CAPERNAUM CT., SINCERE DRIVE, JARRED BRYANT AVE., JORDAN RIVER ROAD, CHRISTIAN SPRINGS DR.
26. ALL STREET NAMES AND DESIGNATIONS HAVE BEEN COORDINATED WITH THE COUNTY "911" COORDINATOR.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT 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.

STATE OF TEXAS :
COUNTY OF HAYS :

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE AND ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS.

ROBERT GERTSON, RPLS 6367
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

03/26/2024
DATE



STATE OF TEXAS :
COUNTY OF HAYS :

I, MARK SABELLA, P.E., A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF ANY RESIDENTIAL LOT IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR GREENBELT/DRAINAGE LOTS OR EASEMENTS SHOWN ON THE ATTACHED PLAT.

MARK SABELLA, P.E. 123046
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

3/28/2024
DATE



THIS PLAT OF FREEDOM PHASE 1A, 2 & 3 FINAL PLAT, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MOUNTAIN CITY, TEXAS IS HEREBY APPROVED BY SUCH COMMISSION.

THIS THE _____ DAY OF _____, 20____

BY :

CHAIRMAN _____

ATTEST: _____

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.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE _____

ERIC VAN GAASBEEK, CFM, RS
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE _____

RALPH MCCLENDON
MOUNTAIN CITY MAYOR

DATE _____

BRANDON BRYDSON, PRESIDENT
ANTHEM M.U.D. NO. 1

DATE _____

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D., THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NO. _____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

1. BEARINGS ARE REFERENCED TO TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

2. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

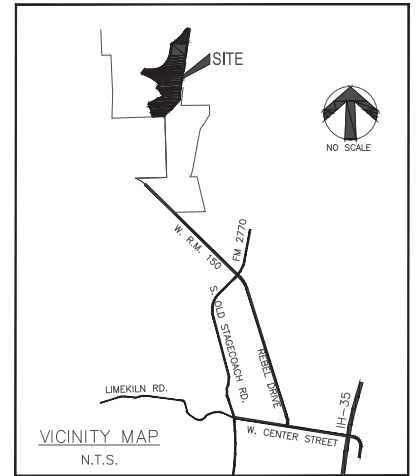
3. 1/2" IRON RODS WITH CAPS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.

BM # 56
MAG NAIL IN WALL LOCATED ON THE EAST SIDE OF RESURRECTION DR., MIDWAY BETWEEN KISLINGBURY LN AND GENESIS CV.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE
COORDINATES:
N= 13926830.19
E= 2314690.03
ELEVATION = 825.28 NAVD88

BM # 57
MAG NAIL IN WALL LOCATED ON THE SOUTH SIDE OF MONTEREY ACRES PL, MIDWAY BETWEEN SAVANNAH OAKS TRL AND SINCERE DR.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE
COORDINATES:
N= 13926466.83
E= 2314794.95
ELEVATION = 814.20 NAVD88



PROJECT: FREEDOM
PH 1A, 2 & 3
JOB NUMBER: FREEDOM PH. 1A, 2 & 3
SURVEY DATE: JUNE 2023
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: EB
DRAWING:
DESCRIPTION:
PARTY CHIEF:
FIELD BOOKS:

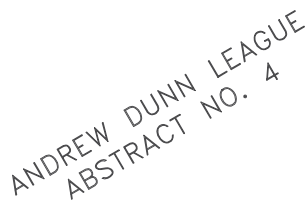
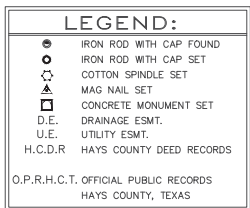


ATWELL
www.atwell-group.com

805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

**FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT**

**SHEET
1
OF 11**



FUTURE
 ANTHEM PH. 3 NORTH
 DOC#-----
 ANTHEM 918 LLC
 DOC# 21066042,
 O.P.R.H.C. Tx

LOT 4
INDIAN CREEK RANCH
BK. 6, PAGE 59-62, P.R.H.C.Tx

TRACTS #1 & #3
INDIAN CREEK RANCH
VOL. 6, PG. 59,
P.R.H.C.Tx

CITY OF AUSTIN
DOC# 19010061, O.P.R.H.C.Tx

FUTURE
 ANTHEM PH. 2 NORTH
 DOC#-----
 ANTHEM 918 LLC
 DOC# 21066042, O.P.R.H.C.Tx

ANTHEM 918, LLC

MATCH TO SHEET 3

PROJECT:	ANTHEM FREEDOM PH 1A, 2 & 3
JOB NUMBER:	ANTHEM PH. 1A, 2 & 3
SURVEY DATE:	JUNE 2023
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	FB
DRAWING:	
DESCRIPTION:	
PARTY CHIEF:	
FIELD BOOKS:	



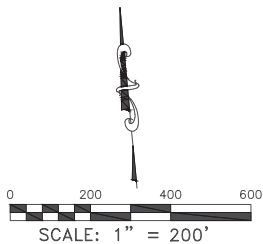
ATWELL

805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

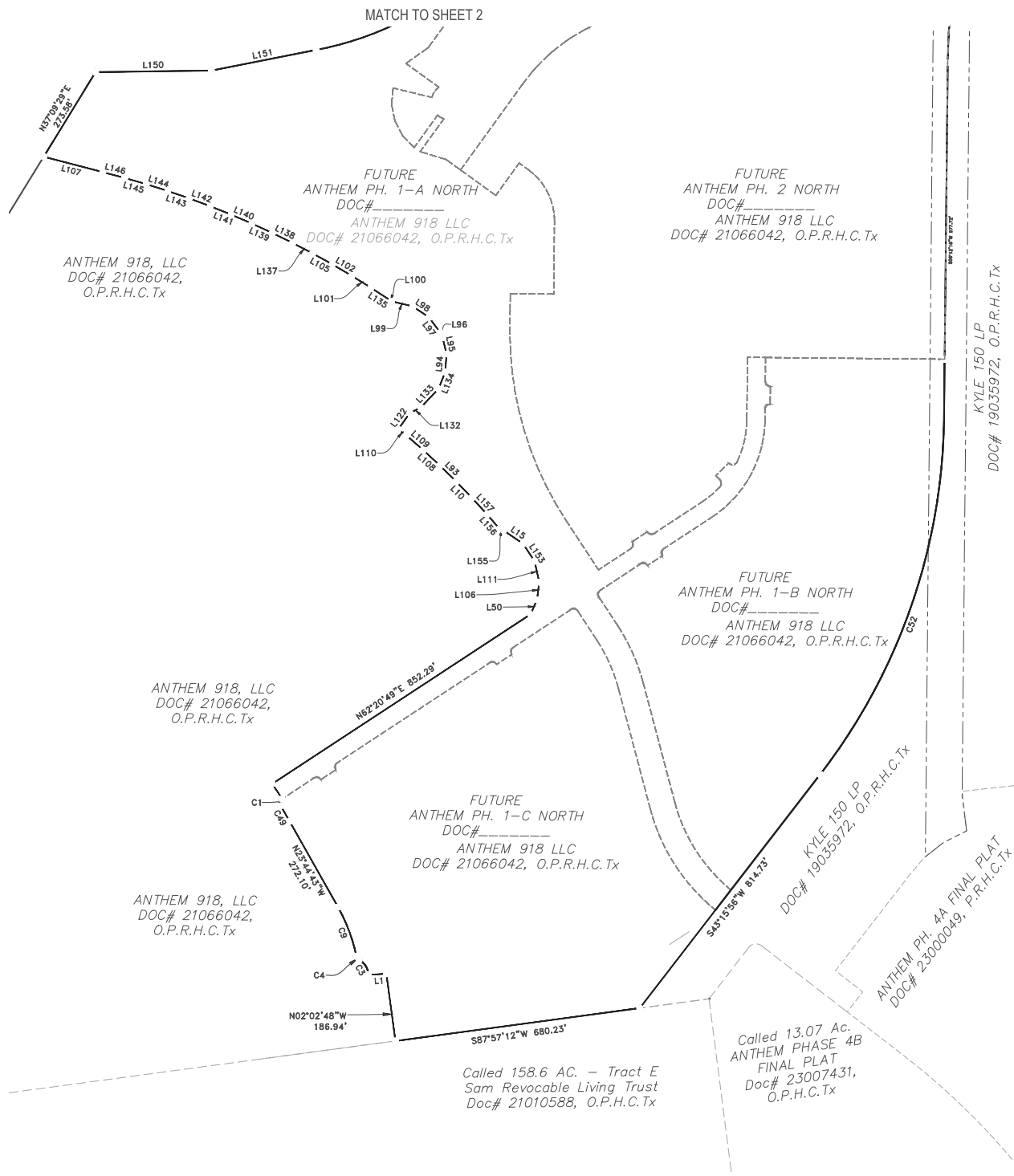
**ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT**

SHEET
2
OF 12

C:\21003166 - Anthem\DWG\Survey\plat\21003166 PHASE 1A , 2&3 PLAT.dwg
User: ayanez
Plot Date/Time: Mar. 27, 24 - 16:52:37



LEGEND:	
	IRON ROD WITH CAP FOUND
	IRON ROD WITH CAP SET
	COTTON SPINDLE SET
	MAG NAIL SET
	CONCRETE MONUMENT SET
	D.E.
	U.E.
	H.C.D.R.
O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS	
HAYS COUNTY, TEXAS	



PROJECT: ANTHEM FREEDOM
PH 1A, 2 & 3
JOB NUMBER: ANTHEM PH. 1A, 2 & 3
SURVEY DATE: JUNE 2023
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: EB
DRAWING:
DESCRIPTION:
PARTY CHIEF:
FIELDBOOKS:

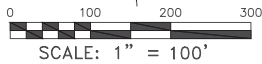


ATWELL
www.atwell-group.com

805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

ANTHEM FREEDOM PHASE 1A, 2 & 3 FINAL PLAT

SHEET
3
OF 12



LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ⊗ COTTON SPINDLE SET
- ⊕ MAG NAIL SET
- CONCRETE MONUMENT SET
- DRAINAGE ESMT.
- UTILITY ESMT.
- U.E.
- H.C.D.R.

O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS
HAYS COUNTY, TEXAS

LOT ELEVATION TABLE			
LOT	BLOCK	FLOOD PLAIN	MINIMUM FINISH FLOOR
67	B	777.33	778.33
68	B	777.33	778.33
109	B	800.39	801.39
110	B	802.47	803.47
111	B	803.70	804.70
112	B	804.42	805.42
113	B	804.80	805.80
114	B	804.89	805.89
115	B	804.89	805.89
116	B	804.68	805.68
117	B	805.96	806.96
118	B	806.28	807.28
119	B	807.29	808.29
120	B	808.59	809.59

MATCHLINE 3
MATCHLINE 4

FEMA EFFECTIVE
FLOODPLAIN, ZONE
"A" PER FIRM MAP
NO. 48209C0270F
DATED 9/2/2005

RESURRECTION DR.
N09°50'58"E 277.34'
N09°56'17"E 409.55'

PHASE 3
SINCERE DR.
N09°50'58"E 277.34'

PHASE 3
RESURRECTION DR.
N09°50'58"E 277.34'

PHASE 3
CHRISTIAN SPRINGS DR.
N09°50'58"E 277.34'

PHASE 3
GREENBELT/O.S./D.E.
N09°50'58"E 277.34'

PHASE 3
INDIAN CREEK RANCH
N09°50'58"E 277.34'

PROJECT: ANTHEM FREEDOM
PH 1A, 2 & 3
JOB NUMBER: ANTHEM PH. 1A, 2 & 3
SURVEY DATE: JUNE 2023
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: FB
DRAWING:
DESCRIPTION:
PARTY CHIEF:
FIELD BOOKS:

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

**ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT**

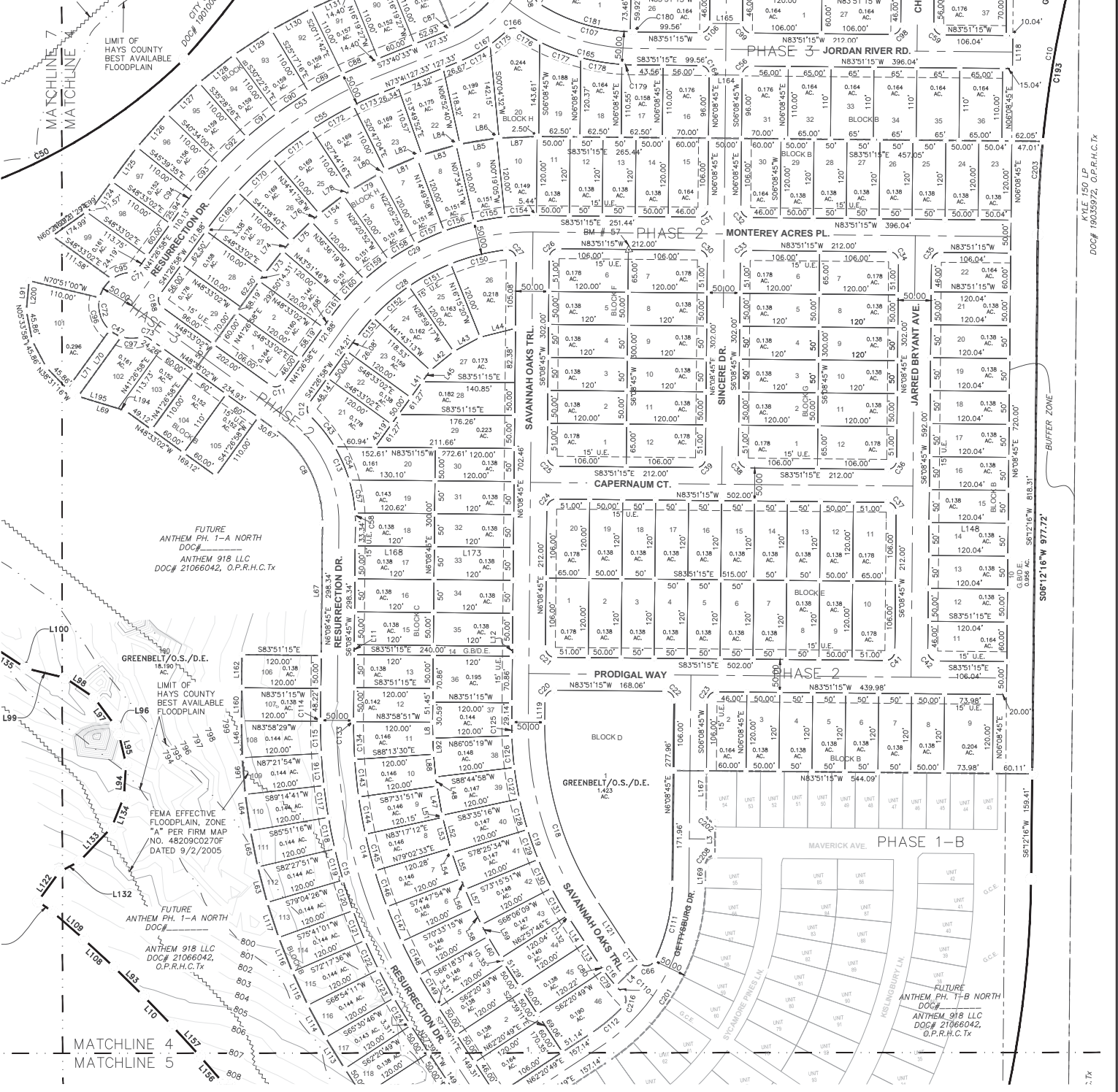
**SHEET
4
OF 12**

K:\2023\166 - Anthem\Drawings\Survey\10193726 PHASE 1A, 2 & 3 PLAT.dwg
User: gertson
Date: 27-Jun-23 16:33:01

LOT ELEVATION TABLE			
LOT	BLOCK	777.33	778.33
67	B	777.33	778.33
68	B	777.33	778.33
109	B	800.39	801.39
110	B	802.47	803.47
111	B	803.70	804.70
112	B	804.42	805.42
113	B	804.80	805.80
114	B	804.89	805.89
115	B	804.89	805.89
116	B	804.68	805.68
117	B	805.96	806.96
118	B	806.28	807.28
119	B	807.29	808.29
120	B	808.59	809.59

FEMA EFFECTIVE FLOODPLAIN, ZONE "A" PER FIRM MAP NO. 48209C0270F DATED 9/2/2005

LIMIT OF HAYS COUNTY BEST AVAILABLE FLOODPLAIN



PROJECT: ANTHEM FREEDOM PH 1A, 2 & 3
 JOB NUMBER: ANTHEM PH. 1A, 2 & 3
 SURVEY DATE: JUNE 2023
 SCALE: 1" = 100'
 SURVEYOR: ROBERT GERTSON
 TECHNICIAN: EB
 DRAWING:
 DESCRIPTION: PART 1
 PARTY CHIEF:
 FIELD BOOKS:

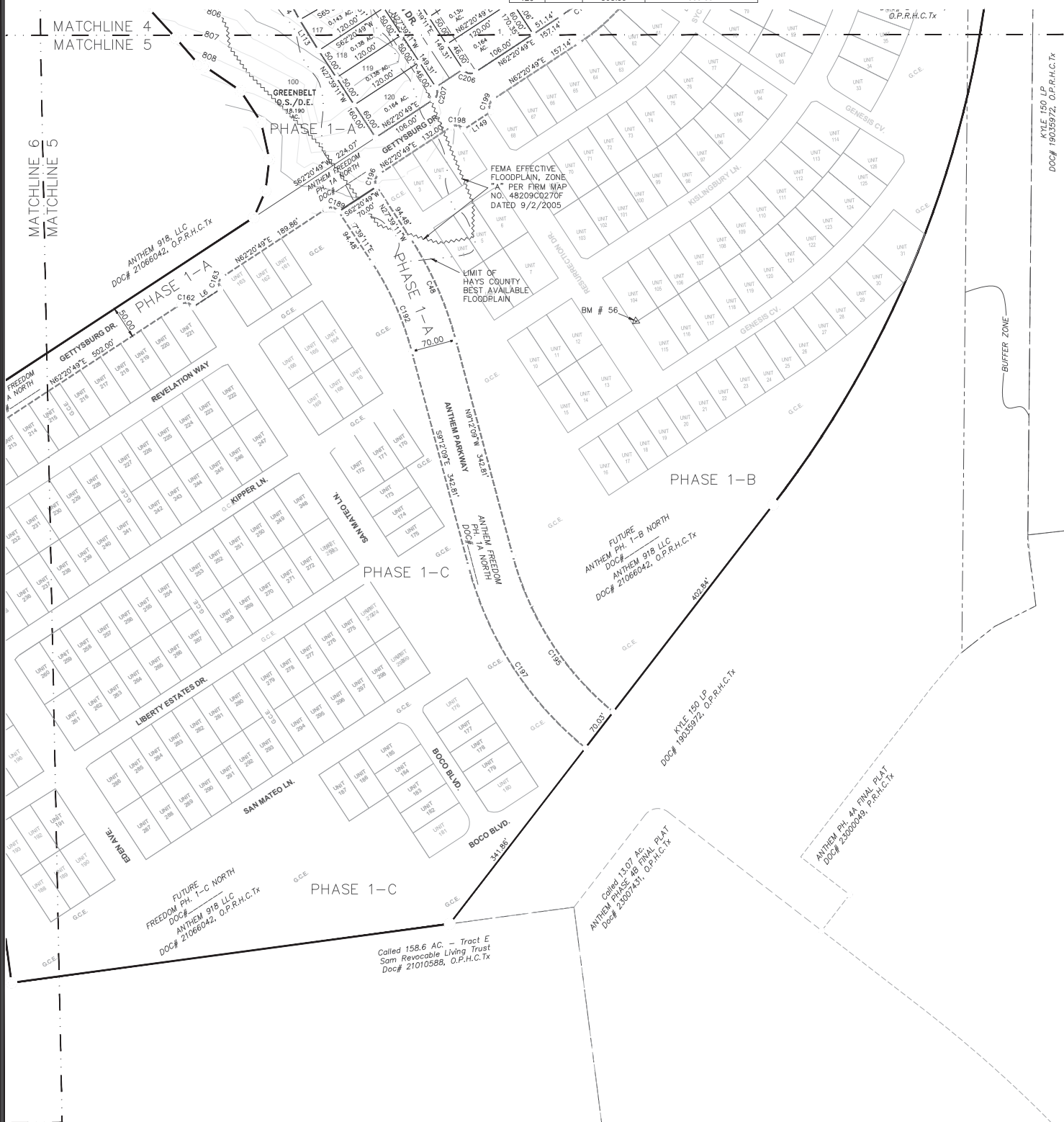
ATWELL
 www.atwell-group.com
 805 LAS CIMAS PARKWAY, SUITE 310
 AUSTIN, TX 78746
 512.904.0505
 TBPE LS 10193726

**ANTHEM FREEDOM
 PHASE 1A, 2 & 3
 FINAL PLAT**

0 100 200 300
SCALE: 1" = 100'

LOT ELEVATION TABLE			
LOT	BLOCK	FLOOD PLAIN	MINIMUM FINISH FLOOR
67	B	777.33	778.33
68	B	777.33	778.33
109	B	800.39	801.39
110	B	802.47	803.47
111	B	803.70	804.70
112	B	804.42	805.42
113	B	804.80	805.80
114	B	804.89	805.89
115	B	804.89	805.89
116	B	804.68	805.68
117	B	805.96	806.96
118	B	806.28	807.28
119	B	807.29	808.29
120	B	808.59	809.59

UNIT ELEVATION TABLE		
UNIT	FLOOD PLAIN	MINIMUM FINISH FLOOR
1	811.05	812.05
2	811.05	812.05
3	811.05	812.05
4	812.14	813.14
5	812.14	813.14



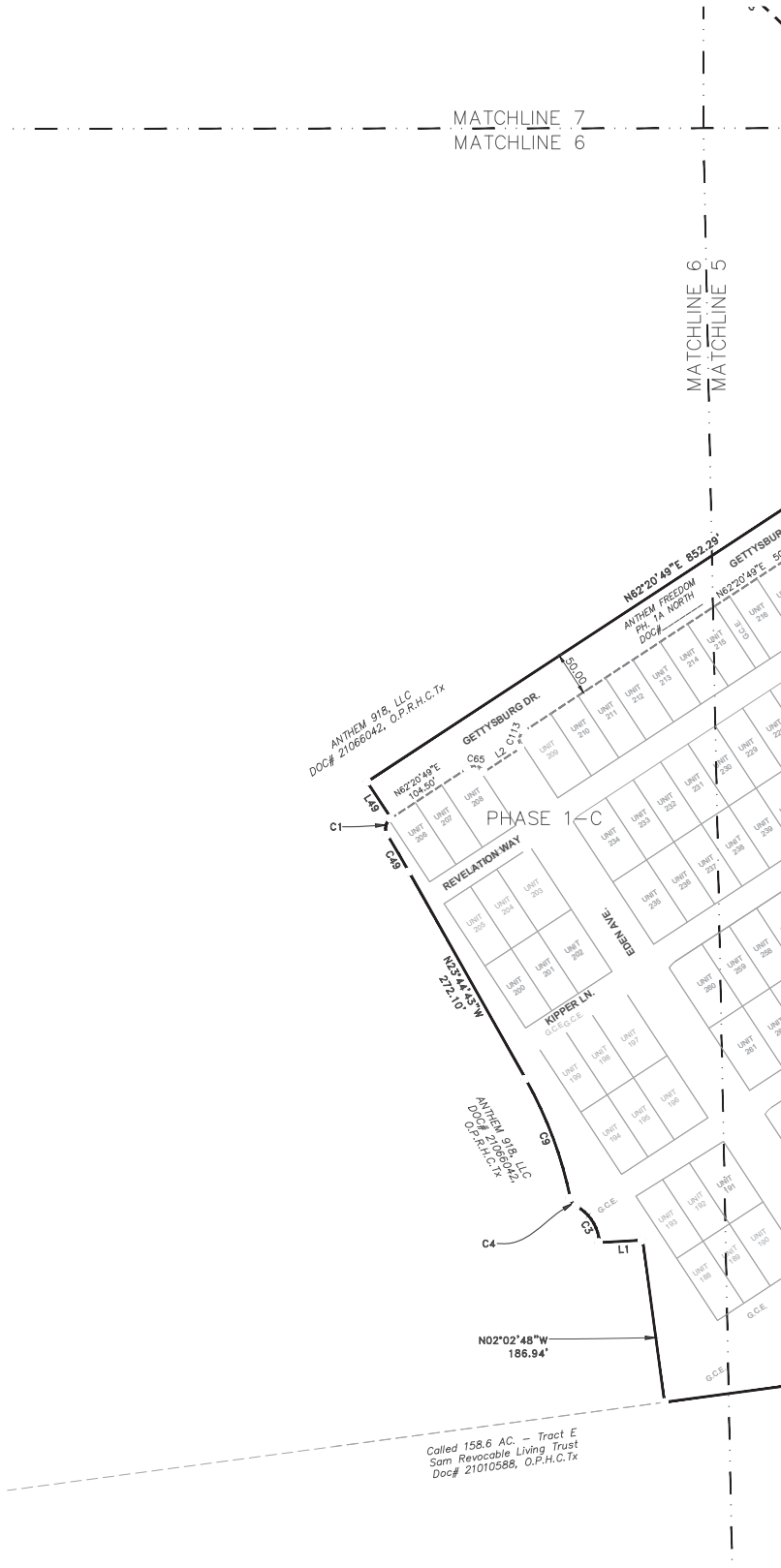
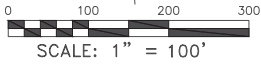
PROJECT:	ANTHEM FREEDOM PH 1A, 2 & 3
JOB NUMBER:	ANTHEM PH. 1A, 2 & 3
SURVEY DATE:	JUNE 2023
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	
PARTY CHIEF:	
FIELD BOOKS:	

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

**ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT**

**SHEET
6
OF 12**

K:\21003166 - Anthem\DWG\Survey\101033166 PHASE 1A - 2&3 PLAT.dwg
User: r.gertson
Date: 27-Jun-23 16:13:28

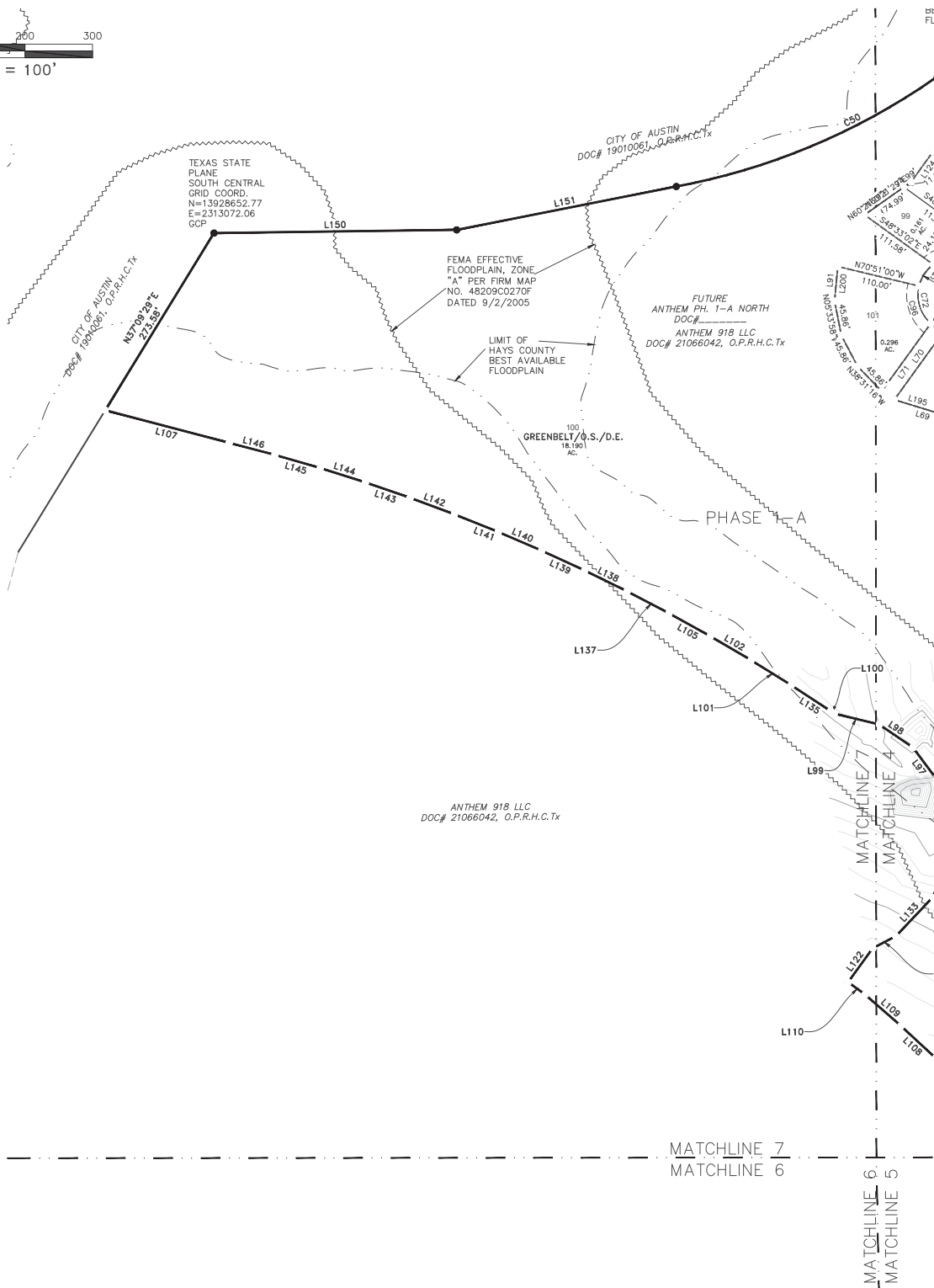
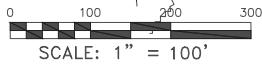


PROJECT: ANTHEM FREEDOM
PH 1A, 2 & 3
JOB NUMBER: ANTHEM PH. 1A, 2 & 3
SURVEY DATE: JUNE 2023
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: EB
DRAWING:
DESCRIPTION:
PARTY CHIEF:
FIELDBOOKS:



ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT

SHEET
7
OF 12

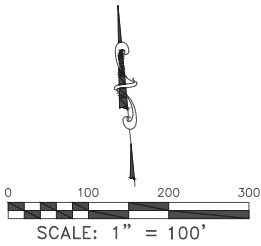


PROJECT:	ANTHEM FREEDOM PH 1A, 2 & 3
JOB NUMBER:	ANTHEM PH. 1A, 2 & 3
SURVEY DATE:	JUNE 2023
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	



ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT



LEGEND:	
	IRON ROD WITH CAP FOUND
	IRON ROD WITH CAP SET
	COTTON SPINDLE SET
	MAG NAIL SET
	CONCRETE MONUMENT SET
	DRAINAGE ESMT.
	UTILITY ESMT.
	HAYS COUNTY DEED RECORDS
O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS	
HAYS COUNTY, TEXAS	

ANTHEM FREEDOM, PHASE 2

TOTAL NO. SINGLE FAMILY LOTS: 148
AVERAGE SIZE OF SINGLE FAMILY LOT = 0.16 AC.
TOTAL NO. OPEN SPACE & DRAINAGE EASEMENT LOTS: 3
TOTAL NO. BLOCKS: 8

LOT SIZE	NO.
>10 ACRES	0
5 TO 10 ACRES	0
2 TO 5 ACRES	1
1 TO 2 ACRES	2
<1 ACRE	158

LOT AREA	127,288 AC.
STREET ROW AREA	14,724 AC.
TOTAL AREA	142,012 AC.

CENTERLINE STREET LINEAR FOOTAGE				
STREET NAME	ROW WIDTH	LENGTH	TYPE	DESIGNATION
GETTYSBURG DRIVE	50'	2,028'	RESIDENTIAL	LOCAL
ANTHEM PARKWAY	70'	951'	RESIDENTIAL	COLLECTOR
RESURRECTION DRIVE	50'	3,487'	RESIDENTIAL	LOCAL
MONTEREY ACRES PLACE	50'	1,220'	RESIDENTIAL	LOCAL
SAVANNA OAKS TRAIL	50'	1,162'	RESIDENTIAL	LOCAL
PRODIGAL WAY	50'	725'	RESIDENTIAL	LOCAL
CAPERNAUM CT.	50'	580'	RESIDENTIAL	LOCAL
SINCERE DRIVE	50'	2,410'	RESIDENTIAL	LOCAL
JARRED BRYANT AVE.	50'	670'	RESIDENTIAL	LOCAL
JORDAN RIVER ROAD	50'	779'	RESIDENTIAL	LOCAL
CHRISTIAN SPRINGS DR.	50'	1846'	RESIDENTIAL	LOCAL

TOTAL LINEAR FEET OF STREET ROW = 15,858'

LOT	BLOCK	ACREAGE
2	B	0.164 AC
3	B	0.138 AC
4	B	0.138 AC
5	B	0.138 AC
6	B	0.138 AC
7	B	0.138 AC
8	B	0.138 AC
9	B	0.204 AC
10-GB/DE	B	0.956 AC
11	B	0.164 AC
12	B	0.138 AC
13	B	0.138 AC
14	B	0.138 AC
15	B	0.138 AC
16	B	0.138 AC
17	B	0.138 AC
18	B	0.138 AC
19	B	0.138 AC
20	B	0.138 AC
21	B	0.138 AC
22	B	0.138 AC
23	B	0.138 AC
24	B	0.138 AC
25	B	0.138 AC
26	B	0.138 AC
27	B	0.138 AC
28	B	0.138 AC
29	B	0.138 AC
30	B	0.164 AC
104	B	0.152 AC
105	B	0.152 AC
106	B	0.138 AC
107	B	0.138 AC
108	B	0.144 AC
109	B	0.144 AC
110	B	0.144 AC
111	B	0.144 AC
112	B	0.144 AC
113	B	0.144 AC
114	B	0.144 AC
115	B	0.144 AC
116	B	0.144 AC
117	B	0.143 AC
118	B	0.138 AC
119	B	0.138 AC
120	B	0.164 AC

LOT	BLOCK	ACREAGE
1	C	0.164 AC
2	C	0.138 AC
3	C	0.138 AC
4	C	0.146 AC
5	C	0.146 AC
6	C	0.146 AC
7	C	0.146 AC
8	C	0.146 AC
9	C	0.146 AC
10	C	0.146 AC
11	C	0.146 AC
12	C	0.142 AC
13	C	0.138 AC
14-GB/DE	C	0.083 AC
15	C	0.138 AC
16	C	0.138 AC
17	C	0.138 AC
18	C	0.138 AC
19	C	0.143 AC
20	C	0.161 AC
21	C	0.178 AC
22	C	0.138 AC
23	C	0.159 AC
24	C	0.162 AC
25	C	0.163 AC
26	C	0.218 AC
27	C	0.173 AC
28	C	0.182 AC
29	C	0.223 AC
30	C	0.138 AC
31	C	0.138 AC
32	C	0.138 AC
33	C	0.138 AC
34	C	0.138 AC
35	C	0.138 AC
36	C	0.195 AC
37	C	0.144 AC
38	C	0.148 AC
39	C	0.147 AC
40	C	0.147 AC
41	C	0.147 AC
42	C	0.148 AC
43	C	0.147 AC
44	C	0.140 AC
45	C	0.138 AC
46	C	0.190 AC

LOT	BLOCK	ACREAGE
1-OS/DE	D	1.423 AC

LOT	BLOCK	ACREAGE
1	E	0.178 AC
2	E	0.138 AC
3	E	0.138 AC
4	E	0.138 AC
5	E	0.138 AC
6	E	0.138 AC
7	E	0.138 AC
8	E	0.138 AC
9	E	0.138 AC
10	E	0.178 AC
11	E	0.178 AC
12	E	0.138 AC
13	E	0.138 AC
14	E	0.138 AC
15	E	0.138 AC
16	E	0.138 AC
17	E	0.138 AC
18	E	0.138 AC
19	E	0.138 AC
20	E	0.178 AC

LOT	BLOCK	ACREAGE
1	F	0.178 AC
2	F	0.138 AC
3	F	0.138 AC
4	F	0.138 AC
5	F	0.138 AC
6	F	0.178 AC
7	F	0.178 AC
8	F	0.138 AC
9	F	0.138 AC
10	F	0.138 AC
11	F	0.138 AC
12	F	0.178 AC

LOT	BLOCK	ACREAGE
1	G	0.178 AC
2	G	0.138 AC
3	G	0.138 AC
4	G	0.138 AC
5	G	0.138 AC
6	G	0.178 AC
7	G	0.178 AC
8	G	0.138 AC
9	G	0.138 AC
10	G	0.138 AC
11	G	0.178 AC
12	G	0.178 AC

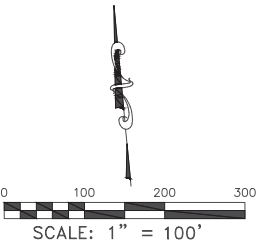
LOT	BLOCK	ACREAGE
1	H	0.164 AC
2	H	0.160 AC
3	H	0.146 AC
4	H	0.151 AC
5	H	0.151 AC
6	H	0.151 AC
7	H	0.151 AC
8	H	0.151 AC
9	H	0.151 AC
10	H	0.149 AC
11	H	0.138 AC
12	H	0.138 AC
13	H	0.138 AC
14	H	0.138 AC
15	H	0.164 AC

PROJECT: ANTHEM FREEDOM
PH 2-NORTH
JOB NUMBER: ANTHEM FREEDOM 2-NORTH
SURVEY DATE: JUNE 2023
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: EB
DRAWING:
DESCRIPTION:
PARTYCHIEF:
FIELDBOOKS:



ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT

SHEET
9
OF 12



LEGEND:	
	IRON ROD WITH CAP FOUND
	IRON ROD WITH CAP SET
	COTTON SPINDLE SET
	MAG NAIL SET
	CONCRETE MONUMENT SET
	DRAINAGE ESMT.
	UTILITY ESMT.
	HAYS COUNTY DEED RECORDS

O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS
HAYS COUNTY, TEXAS

ANTHEM FREEDOM, PHASE 3

TOTAL NO. SINGLE FAMILY LOTS: 156
AVERAGE SIZE OF SINGLE FAMILY LOT = 0.17 AC
TOTAL NO. OPEN SPACE & DRAINAGE EASEMENT LOTS: 4
TOTAL NO. BLOCKS: 5

LOT SIZE	NO.
>10 ACRES	1
5 TO 10 ACRES	0
2 TO 5 ACRES	0
1 TO 2 ACRES	0
<1 ACRE	156

LOT	BLOCK	ACREAGE
31	B	0.176 AC
32	B	0.164 AC
33	B	0.164 AC
34	B	0.164 AC
35	B	0.164 AC
36	B	0.164 AC
37	B	0.176 AC
38	B	0.152 AC
39	B	0.152 AC
40	B	0.152 AC
41	B	0.152 AC
42-GB/DE	B	0.152 AC
43	B	0.152 AC
44	B	0.152 AC
45	B	0.152 AC
46	B	0.152 AC
47	B	0.152 AC
48	B	0.152 AC
49	B	0.152 AC
50	B	0.177 AC
51	B	0.177 AC
52	B	0.177 AC
53	B	0.177 AC
54	B	0.177 AC
55	B	0.177 AC
56	B	0.177 AC
57	B	0.177 AC
58	B	0.177 AC
59	B	0.177 AC
60	B	0.177 AC
61	B	0.177 AC
62	B	0.177 AC
63	B	0.177 AC
64	B	0.193 AC
65	B	0.378 AC
66	B	0.277 AC
67	B	0.287 AC
68	B	0.217 AC
69	B	0.240 AC
70	B	0.219 AC
71	B	0.193 AC
72	B	0.219 AC
73-GB/DE/OS	B	15.444 AC
74	B	0.138 AC
75	B	0.333 AC
76	B	0.135 AC
77	B	0.136 AC
78	B	0.140 AC
79	B	0.191 AC
80	B	0.139 AC
81	B	0.138 AC
82	B	0.138 AC
83	B	0.138 AC
84	B	0.138 AC
85	B	0.411 AC
86	B	0.333 AC
87	B	0.135 AC
88	B	0.136 AC
89	B	0.140 AC
90	B	0.191 AC
91	B	0.139 AC
92	B	0.138 AC
93	B	0.138 AC
94	B	0.191 AC
95	B	0.139 AC
96	B	0.138 AC
97	B	0.138 AC
98	B	0.138 AC
99	B	0.138 AC
100-GB/OS/DE	B	18.19 AC
101	B	0.135 AC
102	B	0.136 AC
103	B	0.140 AC

LOT	BLOCK	ACREAGE
1	K	0.192 AC
2	K	0.138 AC
3	K	0.138 AC
4	K	0.192 AC
5	K	0.165 AC
6	K	0.165 AC
7	K	0.165 AC
8	K	0.165 AC
9	K	0.165 AC
10	K	0.165 AC
11	K	0.165 AC
12	K	0.165 AC
13	K	0.192 AC
14	K	0.192 AC
15	K	0.165 AC
16	K	0.165 AC
17	K	0.165 AC
18	K	0.165 AC
19	K	0.165 AC
20	K	0.165 AC
21	K	0.165 AC
22	K	0.165 AC

LOT	BLOCK	ACREAGE
16	H	0.178 AC
17	H	0.158 AC
18	H	0.164 AC
19	H	0.188 AC
20	H	0.244 AC
21	H	0.199 AC
22	H	0.175 AC
23	H	0.169 AC
24	H	0.169 AC
25	H	0.169 AC
26	H	0.169 AC
27	H	0.176 AC
28	H	0.158 AC
29	H	0.176 AC

LOT	BLOCK	ACREAGE
1	I	0.164 AC
2	I	0.199 AC
3	I	0.138 AC
4	I	0.138 AC
5	I	0.138 AC
6-GB/DE	I	0.055 AC
7	I	0.138 AC
8	I	0.138 AC
9	I	0.138 AC
10	I	0.138 AC
11	I	0.138 AC
12	I	0.138 AC
13	I	0.164 AC
14	I	0.164 AC
15	I	0.138 AC
16	I	0.138 AC
17	I	0.138 AC
18	I	0.138 AC
19	I	0.138 AC
20	I	0.138 AC
21	I	0.138 AC
22	I	0.138 AC
23	I	0.138 AC
24	I	0.138 AC
25	I	0.138 AC
26	I	0.164 AC

LOT	BLOCK	ACREAGE
1	J	0.164 AC
2	J	0.138 AC
3	J	0.138 AC
4	J	0.138 AC
5	J	0.138 AC
6	J	0.138 AC
7-GB/DE	J	0.055 AC
8	J	0.138 AC
9	J	0.138 AC
10	J	0.138 AC
11	J	0.138 AC
12	J	0.138 AC
13	J	0.138 AC
14	J	0.164 AC
15	J	0.164 AC
16	J	0.138 AC
17	J	0.138 AC
18	J	0.138 AC
19	J	0.138 AC
20	J	0.138 AC
21	J	0.138 AC
22	J	0.138 AC
23	J	0.138 AC
24	J	0.138 AC
25	J	0.138 AC
26	J	0.138 AC
27	J	0.164 AC

PROJECT:	ANTHEM FREEDOM PH 3-NORTH
JOB NUMBER:	ANTHEM FREEDOM 3-NORTH
SURVEY DATE:	JUNE 2023
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON
TECHNICIAN:	EB
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	



ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

**ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT**

**SHEET
10
OF 12**

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	88°17'02"	14.00'	21.57'	N18°12'18"E	19.50'
C2	30°33'56"	1431.82'	763.84'	N32°21'48"E	754.81'
C3	58°31'03"	50.00'	51.07'	N26°39'47"W	48.88'
C4	49°44'48"	14.00'	12.16'	S31°02'54"E	11.78'
C5	11°02'57"	1431.82'	276.12'	S22°36'19"W	275.69'
C8	54°41'47"	175.00'	167.06'	N21°12'08"W	160.79'
C9	17°34'13"	475.00'	145.66'	N14°57'37"W	145.09'
C10	10°27'05"	1660.00'	302.80'	S16°16'13"W	302.38'
C11	90°00'00"	14.00'	21.99'	N86°26'58"E	19.80'
C12	81°59'01"	14.00'	20.03'	S0°27'28"W	18.37'
C13	46°40'48"	225.00'	183.31'	N17°11'38"W	178.28'
C14	33°47'56"	775.00'	457.17'	S10°45'13"E	450.57'
C15	33°47'56"	825.00'	486.67'	S10°45'13"E	479.64'
C16	10°35'00"	227.63'	42.05'	S31°49'09"E	41.99'
C17	10°01'54"	183.81'	32.18'	S31°23'41"E	32.14'
C18	33°47'56"	485.00'	286.10'	S10°45'13"E	281.97'
C19	33°47'56"	535.00'	315.60'	S10°45'13"E	311.04'
C20	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C21	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C22	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C23	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C24	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C25	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C26	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C27	97°07'22"	14.00'	23.73'	N42°24'55"W	20.99'
C28	47°34'25"	325.00'	269.85'	S65°14'11"W	262.17'
C29	54°41'47"	375.00'	357.99'	N68°47'52"E	344.55'
C30	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'
C31	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C32	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C33	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C34	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'
C35	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C36	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C37	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'
C38	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C39	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C40	22°59'23"	2082.16'	835.46'	N48°50'55"E	829.87'
C41	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C42	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C43	15°26'58"	225.00'	60.67'	N32°48'33"W	60.49'
C47	23°11'48"	50.00'	20.24'	S54°24'35"E	20.11'
C48	18°27'02"	535.00'	172.28'	S18°25'40"E	171.54'
C49	2°11'30"	1285.00'	49.15'	N24°50'28"W	49.15'
C50	33°35'56"	871.82'	511.24'	N68°19'13"E	503.95'
C52	37°06'39"	1640.00'	1062.24'	N24°42'37"E	1043.77'
C53	32°13'35"	655.00'	368.41'	N57°33'46"E	363.57'
C54	13°59'51"	225.00'	54.97'	N18°05'09"W	54.83'
C55	32°13'35"	605.00'	340.29'	S57°33'46"W	335.82'
C56	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C57	12°59'14"	225.00'	51.00'	N4°35'37"W	50.89'
C58	4°14'46"	225.00'	16.67'	N4°01'23"E	16.67'
C59	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C60	256°58'20"	60.00'	269.10'	S47°43'50"W	93.93'
C61	86°54'05"	14.00'	21.23'	N37°18'17"W	19.26'
C62	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C63	52°27'20"	14.00'	12.82'	S57°37'34"E	12.37'
C64	194°54'41"	50.00'	170.09'	S51°08'45"W	99.15'
C65	90°00'00"	14.00'	21.99'	N72°39'11"W	19.80'
C66	110°27'29"	14.01'	27.00'	S88°13'24"W	23.01'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C67	52°27'20"	14.00'	12.82'	S57°37'34"E	12.37'
C68	194°54'41"	50.00'	170.09'	S51°08'46"W	99.15'
C69	52°27'19"	14.00'	12.82'	N20°04'56"W	12.37'
C70	67°31'48"	175.00'	206.26'	N39°54'39"E	194.53'
C71	52°27'20"	14.00'	12.82'	N67°40'39"E	12.37'
C72	194°54'41"	50.00'	170.09'	S3°33'02"E	99.15'
C73	52°27'20"	14.00'	12.82'	N74°46'42"W	12.37'
C74	50°08'02"	60.00'	52.50'	S28°51'19"E	50.84'
C75	50°08'02"	60.00'	52.50'	S78°59'21"E	50.84'
C76	50°08'02"	60.00'	52.50'	N50°52'37"E	50.84'
C77	56°41'17"	60.00'	59.36'	N2°32'02"W	56.97'
C78	49°52'39"	60.00'	52.23'	N55°49'00"W	50.60'
C79	8°27'53"	200.96'	29.69'	S33°07'56"E	29.66'
C80	2°01'20"	350.00'	12.35'	S28°39'50"E	12.35'
C81	9°56'04"	60.00'	10.40'	N11°04'44"E	10.39'
C82	34°59'53"	50.00'	30.54'	N48°53'51"W	30.07'
C83	20°19'25"	50.00'	17.74'	N76°33'30"W	17.64'
C84	48°24'19"	50.00'	42.24'	S69°04'38"W	41.00'
C85	9°11'10"	50.00'	79.57'	S0°43'03"E	71.44'
C86	40°43'33"	175.00'	124.39'	N26°30'32"E	121.79'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C87	2°18'52"	175.00'	7.07'	N72°31'07"E	7.07'
C88	3°52'15"	655.00'	44.25'	S71°44'26"W	44.24'
C89	5°05'35"	655.00'	58.22'	S67°15'31"W	58.20'
C90	5°05'35"	655.00'	58.22'	S62°09'56"W	58.20'
C91	5°05'35"	655.00'	58.22'	S57°04'22"W	58.20'
C92	5°05'35"	655.00'	58.22'	S51°58'47"W	58.20'
C93	5°05'35"	655.00'	58.22'	S46°53'13"W	58.20'
C94	2°53'27"	655.00'	33.05'	S42°53'42"W	33.04'
C95	34°59'53"	50.00'	30.54'	S76°24'22"W	30.07'
C96	61°57'41"	50.00'	54.07'	S11°49'50"E	51.47'
C97	34°59'53"	50.00'	30.54'	S83°30'26"E	30.07'
C98	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C99	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C100	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C101	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'
C102	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'
C103	90°00'00"	14.00'	21.99'	S38°51'15"E	19.80'
C104	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'
C105	90°00'00"	14.00'	21.99'	S51°08'45"W	19.80'
C106	90°00'00"	14.00'	21.99'	N51°08'45"E	19.80'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C107	31°53'03"	275.00'	153.03'	S67°54'43"E	151.07'
C108	84°47'05"	14.00'	20.72'	S9°34'39"E	18.88'
C109	26°40'08"	225.00'	104.73'	S19°28'49"W	103.79'
C110	4°09'34"	210.92'	15.31'	S38°57'22"E	15.31'
C111	25°11'41"	275.00'	120.93'	S18°44'36"W	119.95'
C112	13°34'51"	275.00'	65.18'	S55°33'24"W	65.03'
C113	90°00'00"	14.00'	21.99'	S17°20'49"W	19.80'
C114	0°07'14"	825.00'	1.74'	S6°05'08"W	1.74'
C115	3°23'25"	825.00'	48.82'	S4°19'49"W	48.81'
C116	3°23'25"	825.00'	48.82'	S0°56'24"W	48.81'
C117	3°23'25"	825.00'	48.82'	S27°01'27"E	48.81'
C118	3°23'25"	825.00'	48.82'	S5°50'26"E	48.81'
C119	3°23'25"	825.00'	48.82'	S9°13'51"E	48.81'
C120	3°23'25"	825.00'	48.82'	S12°37'16"E	48.81'
C121	3°23'25"	825.00'	48.82'	S16°00'41"E	48.81'
C122	3°23'25"	825.00'	48.82'	S19°24'06"E	48.81'
C123	3°23'25"	825.00'	48.82'	S22°47'31"E	48.81'
C124	3°21'56"	832.42'	48.89'	S26°10'38"E	48.89'
C125	2°14'05"	535.00'	20.87'	S5°01'43"W	20.86'
C126	5°09'42"	535.00'	48.20'	S1°19'50"W	48.18'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C127	5°09'42"	535.00'	48.20'	S3°49'53"E	48.18'
C128	5°09'42"	535.00'	48.20'	S8°59'35"E	48.18'
C129	5°09'42"	535.00'	48.20'	S14°09'18"E	48.18'
C130	5°09'42"	535.00'	48.20'	S19°19'00"E	48.18'
C131	5°08'23"	535.00'	47.99'	S24°28'02"E	47.97'
C132	0°36'57"	535.00'	5.75'	S27°20'42"E	5.75'
C133	0°07'37"	775.00'	1.72'	S6°04'57"W	1.72'
C134	4°14'39"	775.00'	57.41'	S4°35'29"E	57.39'
C143	4°14'39"	775.00'	57.41'	S0°20'50"E	57.39'
C144	4°14'39"	775.00'	57.41'	S4°35'29"E	57.39'
C145	4°14'39"	775.00'	57.41'	S8°50'07"E	57.39'
C146	4°14'39"	775.00'	57.41'	S13°04'46"E	57.39'
C147	4°14'39"	775.00'	57.41'	S17°19'25"E	57.39'
C148	4°14'39"	775.00'	57.41'	S21°34'04"E	57.39'
C149	3°57'47"	775.00'	53.61'	S25°40'17"E	53.60'
C150	15°16'44"	325.00'	86.67'	S81°23'02"W	86.41'
C151	12°43'57"	325.00'	72.22'	S67°22'41"W	72.07'
C152	12°43'57"	325.00'	72.22'	S54°38'45"W	72.07'
C153	6°49'48"	325.00'	38.74'	S44°51'52"W	38.72'
C154	6°27'50"	375.00'	42.31'	N87°05'10"W	42.28'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C155	7°15'27"	375.00'	47.50'	S86°03'12"W	47.47'
C156	7°15'27"	375.00'	47.50'	S78°47'45"W	47.47'
C157	7°15'27"	375.00'	47.50'	S71°32'18"W	47.47'
C158	7°15'27"	375.00'	47.50'	S64°16'51"W	47.47'
C159	7°15'27"	375.00'	47.50'	S57°01'24"W	47.47'
C160	7°15'27"	375.00'	47.50'	S49°45'57"W	47.47'
C161	4°41'16"	375.00'	30.68'	S43°47'36"W	30.67'
C162	90°00'00"	14.00'	21.99'	N72°39'11"W	19.80'
C163	90°00'00"	14.00'	21.99'	S17°20'49"W	19.80'
C164	90°00'00"	14.00'	21.99'	N38°51'15"W	19.80'
C165	32°51'03"	325.00'	186.34'	N67°25'43"W	183.80'
C166	77°21'35"	14.00'	18.90'	N89°40'59"W	17.50'
C167	22°02'20"	225.00'	86.55'	S62°39'23"W	86.01'
C168	52°27'20"	14.00'	12.82'	N20°04'55"W	12.37'
C169	6°54'21"	605.00'	72.92'	S44°54'09"W	72.88'
C170	6°57'12"	605.00'	73.42'	S51°49'56"W	73.38'
C171	6°57'12"	605.00'	73.42'	S58°47'08"W	73.38'
C172	6°57'12"	605.00'	73.42'	S65°44'20"W	73.38'
C173	4°27'37"	605.00'	47.10'	S71°26'45"W	47.09'
C174	13°30'33"	225.00'	53.05'	N66°55'17"E	52.93'

</

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N87°24'15"W	49.58'
L2	S62°20'49"W	50.00'
L3	N6°08'45"E	50.00'
L4	S51°02'38"W	50.02'
L6	N62°20'49"E	50.00'
L7	S86°36'08"E	50.06'
L8	N4°57'55"E	24.09'
L9	N45°52'34"W	50.05'
L10	N38°22'20"W	62.53'
L11	N6°08'45"E	15.00'
L12	S6°08'45"W	15.00'
L13	S27°39'11"E	37.65'
L14	S27°39'11"E	44.25'
L15	N50°00'17"W	65.64'
L16	N19°24'06"W	55.91'
L41	N41°26'58"E	50.63'
L42	S56°28'26"W	45.65'
L43	S67°22'41"W	45.46'
L44	S81°30'16"W	55.36'
L45	N41°26'58"E	21.29'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L46	N4°19'49"E	55.91'
L47	N4°26'27"W	45.07'
L48	N1°51'35"W	13.93'
L49	N27°39'36"W	50.00'
L50	N29°22'45"E	44.31'
L51	S8°59'35"E	3.37'
L52	S8°59'35"E	48.49'
L53	S8°59'35"E	48.49'
L54	S8°59'35"E	7.05'
L55	S13°23'16"E	41.46'
L56	S15°58'07"E	17.54'
L57	S18°05'27"E	30.98'
L58	S20°40'18"E	28.03'
L59	S22°47'37"E	20.49'
L60	S25°18'25"E	38.26'
L61	N16°00'41"W	55.91'
L62	N12°37'16"W	55.91'
L63	N9°13'51"W	55.91'
L64	N22°27'01"W	55.91'
L65	N5°50'26"W	55.91'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L66	N0°56'24"E	55.91'
L67	N6°08'45"E	200.12'
L68	N48°33'02"W	30.67'
L69	N67°28'16"W	74.93'
L70	N41°26'58"E	111.60'
L71	S41°26'58"W	110.17'
L72	N38°31'16"W	45.86'
L73	N43°36'47"E	43.86'
L74	N47°14'47"E	19.16'
L75	N50°52'30"E	43.52'
L76	N54°21'06"E	16.54'
L77	N57°58'50"E	46.15'
L78	N61°27'26"E	13.91'
L79	N65°05'09"E	48.77'
L80	N68°33'45"E	11.28'
L81	N72°11'29"E	51.39'
L82	N75°40'05"E	8.66'
L83	N79°17'48"E	54.02'
L84	N82°46'24"E	6.03'
L85	N86°24'08"E	56.64'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L86	N89°52'44"E	3.40'
L87	S86°36'14"E	57.85'
L88	S0°15'44"W	34.58'
L89	N22°02'37"W	45.86'
L90	N5°33'58"W	45.86'
L91	N10°54'41"E	45.86'
L92	N2°50'35"E	24.42'
L93	N39°58'57"W	62.53'
L94	N9°37'32"E	49.90'
L95	N7°40'36"W	46.54'
L96	N18°48'52"W	15.00'
L97	N31°03'17"W	52.40'
L98	N50°02'19"W	53.69'
L99	N70°40'26"W	61.21'
L100	N50°18'05"W	5.39'
L101	N52°30'27"W	62.25'
L102	N53°56'13"W	62.25'
L103	S6°08'37"W	22.50'
L104	N6°08'45"E	2.87'
L105	N55°21'59"W	62.25'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L106	N12°38'56"E	48.79'
L107	S69°40'44"E	168.74'
L108	N41°35'33"W	62.53'
L109	N43°12'10"W	62.53'
L110	N48°17'37"W	27.90'
L111	N6°42'56"W	58.83'
L112	N62°20'49"E	50.00'
L113	S26°09'52"E	55.52'
L114	S22°47'31"E	55.91'
L115	S19°24'06"E	55.91'
L116	S16°00'41"E	55.91'
L117	S12°37'16"E	55.91'
L118	N6°08'45"E	50.00'
L119	S6°08'45"W	34.86'
L120	S83°51'15"E	50.00'
L121	S27°39'11"E	81.90'
L122	N41°42'23"E	55.34'
L124	N41°26'58"E	49.06'
L125	N42°18'50"E	64.53'
L126	N46°53'13"E	67.98'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L127	N51°58'47"E	67.98'
L128	N57°04'22"E	67.98'
L129	N62°09'56"E	67.98'
L130	N67°15'31"E	67.98'
L131	N71°44'26"E	51.67'
L132	N68°04'10"E	34.00'
L133	N49°12'32"E	70.65'
L134	N27°31'43"E	49.90'
L135	N51°04'41"W	62.25'
L136	N83°51'15"W	4.10'
L137	N56°47'45"W	62.25'
L138	N58°13'31"W	62.25'
L139	N59°39'17"W	62.25'
L140	N61°05'03"W	62.25'
L141	N62°30'49"W	62.25'
L142	N63°56'35"W	62.25'
L143	N65°22'21"W	62.25'
L144	N66°48'07"W	62.25'
L145	N68°13'53"W	62.25'
L146	N69°39'39"W	62.25'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L147	N83°51'15"W	50.00'
L149	S62°20'49"W	50.00'
L150	S85°09'20"E	319.53'
L151	N84°25'47"E	294.59'
L153	N27°44'20"W	57.93'
L155	N63°53'29"W	11.45'
L156	N35°16'48"W	52.57'
L157	N36°45'43"W	62.53'
L158	S83°51'15"E	50.00'
L160	N6°08'37"E	50.21'
L162	N6°08'45"E	50.00'
L163	S83°51'15"E	137.00'
L164	S83°51'15"E	50.00'
L165	S83°51'15"E	50.00'
L167	S6°08'45"W	64.50'
L169	S6°08'45"W	29.46'
L194	N67°28'16"W	11.50'
L195	N67°28'16"W	63.43'
L196	S38°51'15"E	21.21'
L200	N10°54'41"E	45.86'

PROJECT: ANTHEM FREEDOM
PH 1A, 2 & 3
JOB NUMBER: ANTHEM PH. 1A, 2 & 3
SURVEY DATE: JUNE 2023
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: EB
DRAWING:
DESCRIPTION:
PARTY CHIEF:
FIELD BOOKS:



ATWELL
www.atwell-group.com

805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

**ANTHEM FREEDOM
PHASE 1A, 2 & 3
FINAL PLAT**

**SHEET
12
OF 12**



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

REVISED ORIGINAL

Subdivision Bond
Faithful Performance

Bond No. PB03010409743
Premium \$ 44,918.00
Subject to Renewal.

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That LS-ANTHEM,LLC as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of PENNSYLVANIA and authorized to transact surety business in the State of TEXAS, as Surety are held and firmly bound unto HAYS COUNTY in the sum of EIGHT MILLION NINE HUNDRED EIGHTY THREE THOUSAND SIX HUNDRED TEN AND 22/100 Dollars (\$8,983,610.22), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal will do and perform the following work in accordance with Chapter 731, Section 4.03 of the Hays County Development Regulations for HAYS COUNTY, to wit:

FREEDOM PHASES 1A, 2 AND 3-STORM SEWER AND PAVEMENT IMPROVEMENTS

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Los Angeles, California this 8TH day of DECEMBER, 2023.

LS-ANTHEM, LLC

(Principal)

(Seal)

By: 

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(Surety)

(Seal)

By: 

Sarah Campbell, Attorney-In-Fact

1927

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of LOS ANGELES

On DEC 08 2023 before me, ETHAN SPECTOR, NOTARY PUBLIC

Date

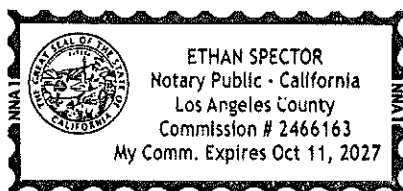
Here Insert Name and Title of the Officer

personally appeared

SARAH CAMPBELL

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~s~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~ executed the same in ~~his~~/her/~~its~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~its~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Ethan Spector
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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 Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



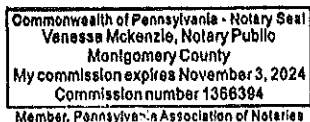
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of December, 2023.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Brett Littlejohn

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Juvenile Center to purchase 20 communication devices with commensurate headsets, controllers and earpieces; 4 charging stations; and service plan with Relay, Inc. effective April 1, 2024. INGALSBE/LITTLEJOHN

Summary:

The Juvenile Center is requesting to purchase 20 communication devices, related equipment and a service plan with Relay, Inc. This purchase would result in a net savings over the current lease agreement.

Fiscal Impact:

Amount Requested:\$9,384.00

Line Item Number: 070-685-00.5201/.5411

Budget Office:

Source of Funds: Juvenile Detention Center Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,604 - Increase General Supplies (radio's and accessories) 070-685-00.5201

\$3,780 - Increase Equipment Maintenance (service plan) 070-685-00.5411

(\$9,384) - Decrease Equipment Lease 070-685-00.5473

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: three quotes obtained

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Sales Order - 1 Year

Enterprise Master Agreement Terms - Relay, Inc.

Sales Order

THIS SALES ORDER (the "Order") is entered into by and between Relay, Inc., a Delaware corporation with a principal address at 4200 Six Forks Road STE 1800, Raleigh, NC, 27609 ("Relay"), and the party indicated below ("Customer"), as of the date of last signature below (the "Effective Date"). Relay and Customer may each be referred to individually herein as a Party and collectively as the Parties. The products and services provided by Relay under this Order are governed by and subject to the Relay Enterprise Master Agreement Terms found at: <https://relaypro.com/legal/relay-enterprise-master-agreement-terms> and as amended from time to time (the "Agreement"). To the extent that there is a conflict between this Order and the Agreement, the terms of this Order shall govern.

CUSTOMER INFORMATION

Company: Hays County Juvenile Center
Primary Contact: Joel Ware

Shipping Address:
2250 Clovis R Barker Rd
San Marcos, TX 78666
Valid Until: Mar 8, 2024
PO#:

BILLING INFORMATION

Billing Contact:
Billing Email:

Billing Address:
2250 Clovis R Barker Rd
San Marcos, Texas 78666
Billing Terms: Check | Net 30 Terms

PRODUCT

Pr oduct	Description	Unit Price	Type	Qty	Discount	Total
Relay+	Physical Relay device.	\$ 149.00	One-time	20	\$ 0.00	\$ 2,980.00
Multi-Unit Wired Charging Station	50W 6-Port USB- A to USB-C Charging Station. 8 cables are included.	\$ 99.00	One-time	4	\$ 0.00	\$ 396.00
Spring Clip Kit (Relay+)	Relay+ Belt clip holster with a protective case and integrated magnet.	\$ 20.00	One-time	20	\$ 0.00	\$ 400.00
Headset Controller (V3)	Relay+ device controller with all four Relay buttons (volume, assistant, and push-to-talk) that works with other Relay earpieces with 2 prong connectors (sold separately).	\$ 35.00	One-time	20	\$ 0.00	\$ 700.00
Acoustic Tube Earpiece	Acoustic Tube style earpiece with 2 prong connector. Use with the Headset Controller.	\$ 15.00	One-time	50	\$ 0.00	\$ 750.00
Essentials Service - Annual	Service plan required to power each Relay device as well as dashboard and app users.	\$ 180.00	Subscription	21	\$ 0.00	\$ 3,780.00

Notes:

Standard Shipping & Handling: \$ 378.00
Additional Fees: \$ 0.00
Total: \$ 9,384.00

PUBLICITY

Relay may identify Customer as a customer on Relay's customer lists, on websites and in marketing materials.

SUBSCRIPTION TERM

The Term for Subscription type products included in this Sales Order will begin on the Effective Date and continue for a period of one (1) year thereafter. Terms for subscription renewal are outlined in the Master Agreement Terms.

THIS IS NOT AN INVOICE

Sales Order

ADDITIONAL TERMS

NOW THEREFORE, the undersigned duly authorized representative of the Parties have executed this Agreement as of the Effective Date below.

Relay, Inc.

Hays County Juvenile Center

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Effective Date: _____

Enterprise Master Agreement Terms

Enterprise Master Agreement Terms

THIS MASTER AGREEMENT ("AGREEMENT") CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.

By accepting this Agreement, either by purchasing, accessing or using a Service, or authorizing or permitting any Agent or End-User to purchase, access or use a Service, You agree to be bound by this Agreement as of the date of such purchase, access or use of the Service (the "Effective Date"). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Relay that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Subscriber," "You," "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not purchase, use or authorize any purchase or use of the Services.

Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of the Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound, or any applicable law or regulation.



The purpose of this Agreement is to establish the terms and conditions under which Subscriber may purchase, access and/or utilize Relay Services as described in an Order Form signed by You.

GET A DEMO

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Order Form, the terms of the Order Form govern.

SECTION 1. ACCESS TO THE SERVICES

1.1 Service. We will make the Services and Your Service Data available to You pursuant to this Agreement and the applicable Order Form(s) in accordance with Your Service Plan. Your Service Plan provides only for the ability to use the Services within the United States. Notwithstanding any term or condition of this Agreement to the contrary, Relay and any underlying mobile network operator cannot guarantee that the Services will always function without disruptions, delay or other imperfections. The specific network coverage You receive will depend on Your Equipment, including, without limitation, the WiFi routers your Relay device(s) can access, and/or radio transmissions the Relay device(s) can pick up. By using the Services, You agree to keep Your Equipment up to date, including by downloading the latest upgrades and updates of any Relay related software and other third-party software. Failure to do so can result in temporary or permanent disconnection of the Services, including termination. **Coverage can not be guaranteed. Continuous functionality or availability of the Services is not guaranteed. Coverage is not available everywhere and service speeds are not guaranteed. Actual speeds and the availability of Services will vary, including occasionally not working, based upon coverage factors, which Relay does not control. Gaps in coverage exist within Relay's estimated coverage areas for radio transmissions, when applicable, that, along with other factors both within and beyond the control of Relay (network problems, network or internet congestion, software, signal strength, the Relay device, structures, buildings, weather, geography, topography, server speeds of the websites accessed, etc.), may result in dropped and blocked connections, voice transmission capability, slower service speeds, or otherwise impact the quality of the Services. Services that rely on location information, such GPS location, depend on a Relay device's ability to acquire satellite signals (which typically are not**

We're Online!
How may I help you today?





available indoors) and network coverage. While a Relay device is receiving a software update, a User may be unable to use the Relay device and the Services in any manner until the software update is complete.

[GET A DEMO](#)

THE SERVICES MAY BE USED ONLY FOR LAWFUL, PROPER AND APPROPRIATE PURPOSES AND MAY NOT BE USED IN ANY WAY THAT IS ILLEGAL, IMPROPER OR INAPPROPRIATE..

1.2 Support. We will provide Our standard customer support for the Services, and upgraded support, if purchased.

1.3 Modifications. You acknowledge that Relay may modify the features and functionality of the Services during the Subscription Term. Relay shall provide You with commercially reasonable advance notice of any material degradation of any material feature or functionality.

1.4 Additional Features. We will notify You of applicable Supplemental Terms and/or alternate agreement(s) prior to Your activation of any Additional Features. The activation of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate agreement(s) where applicable. Notwithstanding the following, any Additional Features that increase the price of Your Service Plan require a signed written agreement, such as an Order Form or Order Form amendment, by You before You can be charged for such Additional Features

SECTION 2. USE OF THE SERVICES

2.1 Compliance. You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account. You agree that You, Your Agents and Your End-Users shall be jointly and severally responsible for compliance with all laws and regulations applicable to Your use of the Services, including without limitation, those laws or regulations requiring consent of all parties to recording of voice calls or other communications; laws or regulations relating to the transmission and recording of location information; unsolicited or unauthorized communications; data privacy and security regulations, and regulations requiring You to implement internal compliance programs. Without limiting the foregoing, You are solely responsible for ensuring that the use of the Services to store, transmit and utilize Service Data is compliant.

We're Online
How may I help you today?





with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents, End-Users or third-parties, including governmental agencies. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes.

2.2 Content and Conduct. In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree in Your use of the Services not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or make the Services available to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by Relay; (b) use the Services to process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) falsely imply any sponsorship or association with Relay; (e) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (f) use the Services to send unsolicited or unauthorized or unsolicited messages that directly or indirectly support fraudulent activities; (g) use the Services to store or transmit files, materials, data, text, audio, or other content that infringes on any person's intellectual property rights; (h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is (or directly or indirectly supports activities that are) unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Services to store or transmit any "protected health information" as defined in 45 C.F.R. 160.103 provided that You are a "business associate" or "covered entity" as defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by Relay; (l) use the Services to knowingly post, transmit, upload, link to, send or store any malicious software or computer virus; (m) use or launch any automated system that accesses a Service (i.e., a bot) in a manner that sends more request messages to a Service





server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or (n) attempt to use or use the Services in violation of this Agreement.

2.3 System Requirements. You are responsible for maintaining the reliability and accuracy of Your Equipment at all time.

2.4 Internal Business Purposes Only. You may not resell or outsource the Service(s) except as expressly authorized by Relay.

2.5 No Competitive Access. You may not access the Services for competitive purposes.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1 Term. Unless Your Account and subscription to a Service is terminated in accordance with the terms of this Agreement or unless otherwise provided for in an Order Form, Your subscription will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in an Order Form, the Subscription Charges applicable to Your subscription to a Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

3.2 Cancellation. Either Party may elect to terminate Your Account and subscription to a Service as of the end of Your then current Subscription Term by providing notice, in accordance with this Agreement, no less than thirty (30) days prior to the end of such Subscription Term. Relay may also terminate this Agreement upon thirty (30) days written notice for convenience.

3.3 Mutual Termination for Cause. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such written notice; (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.





If this Agreement is terminated by You in accordance with this section 3.3, or if We terminate for convenience in accordance with Section 3.2 other than within thirty (30) days of the end of a Subscription Term, We will refund You any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

3.4 Payment Upon Termination. Except for Your termination under Section 3.3, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then effective Subscription Term, or if We terminate or cancel Your Account pursuant to Section 3.3, in addition to any other amounts You may owe Relay, You must pay within thirty (30) days any then unpaid Subscription Charges associated with the remainder of such Subscription Term.

3.5 No Refunds. Except for Your termination rights under Section 3.3, if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then current Subscription Term, no refunds or credits for Subscription Charges or other fees or payments will be provided to You.

3.6 Export of Service Data. For thirty (30) days after the effective date of termination or expiration of this Agreement, upon Your request, We will make Service Data available to You for export or download provided You are willing to pay the reasonable costs of export and/or download. Thereafter, We will have no obligation to maintain or provide any Service Data more than thirty (30) days after the effective date of termination or expiration of this Agreement. Upon request, unless prohibited by law or legal order, We will delete Your Service Data in Our Services.

SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1 Payment and Billing. All Subscription Charges are due in full upon commencement of Your Subscription Term unless otherwise expressly set forth in this Agreement, or an Order Form. You are responsible for providing valid and

We're Online!
How may I help you today?





current Account information and You agree to promptly update Your Account information, including payment information, with any changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Agents and End-Users.

4.2 Upgrades. If You choose to upgrade Your Service Plan during Your Subscription Term, any incremental Subscription Charges associated with such upgrade will be charged in accordance with the remaining Subscription Term. In any future Subscription Term, Your Subscription Charges will reflect any such upgrades.

4.3 Downgrades. If You desire to downgrade Your Service Plan under any Service Plan during a Subscription Term, You must provide Relay with thirty (30) days advance written notice. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service available to You under Your Account. Relay will not be liable for any such loss.

4.4 Taxes.

1. Relay is registered to do business in the United States and Canada. Where applicable, Taxes will be charged on the invoices issued by Relay in accordance with the applicable laws. Relay, in its sole discretion, will calculate the amount of Taxes due. You agree to pay such Taxes if so invoiced. If You utilize Relay products or services outside of the United States and Canada, our charges do not include any Taxes applicable to these taxing authorities. You are responsible for paying Taxes in those jurisdictions in which the product and service is being utilized.
2. Tax determination by Relay is based on the location You provide Us as Your "Shipped To" address. Relay reserves the right to cross reference this location against available evidence to validate whether Your location is accurate and if Relay determines Your location is inaccurate, Relay reserves the right to charge any applicable Taxes based on Your determined location.





4.5 Payment Agent. Payments made by credit card, debit card or certain other payment instruments for the Services are billed and processed by Relay's Payment Agent. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent and in accordance with any other legal or regulatory obligations they may have.

SECTION 5. CONFIDENTIAL INFORMATION

Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 5 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

SECTION 6. OWNERSHIP, PRIVACY AND SECURITY OF SERVICE DATA, PROCESSING OF PERSONAL DATA

6.1 Ownership of Service Data. Subscriber shall continue to retain Subscriber's ownership rights to all Service Data Processed under the terms of this Agreement.

We're Online!

Click any help icon to get help





6.2 Safeguards. Relay will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data.

6.3 Hosting and Processing of Service Data. Unless otherwise specifically agreed to by Relay, Service Data may be hosted by Relay, or their respective authorized third-party service providers, in the United States, or other locations around the world. In providing the Services, Relay will engage with other authorized service providers to process Service Data.

6.4 Processing of Personal Data. If and to the extent that the Service Data includes Personal Data, the Parties will comply with their respective obligations set out in the Customer Data Processing Addendum, attached hereto as Exhibit A and incorporated by reference.

SECTION 7. SUSPENSION

We reserve the right to restrict functionality or suspend the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services and remove, disable or quarantine any Service Data, up to any including termination, if (a) We reasonably believe that You, Agents or End-Users have violated this Agreement; (b) We suspect or detect any malicious software or computer virus connected to Your Account or use of a Service by You, Agents or End-Users or (c) We determine in our sole discretion that the risk presented by continuing to provide You with Services could result in Relay suffering financial harm. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions but nothing herein shall preclude Relay from taking these actions immediately pending Your receipt of notice. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion. Relay will use commercially reasonable efforts to notify You promptly (email sufficient) of any such suspension of Services and the reason(s) why.

SECTION 8. NON-RELAY SERVICES

We're Online!
How may I help you today?





If You decide to enable, access or use Non-Relay Services, Your access and use of such Non-Relay Services shall be governed solely by the terms and conditions of such Non-Relay Services. Relay does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-Relay Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data), or any interaction between You and the provider of such Non-Relay Services. We cannot guarantee the continued availability of such Non-Relay Service features, and may cease enabling access to them without entitling You to any refund, credit or other compensation, if, for example and without limitation, the provider of a Non-Relay Service ceases to make the Non-Relay Service available for interoperability with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against Relay with respect to such Non-Relay Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Non-Relay Services, or Your reliance on the privacy practices, data security processes or other policies of such Non-Relay Services. By enabling any Non-Relay Services, You are expressly permitting Relay to disclose Service Data as necessary to facilitate the use or enablement of such Non-Relay Services.

SECTION 9. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights, title and interest in any Intellectual Property Rights. The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of Relay associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with Relay and belong exclusively to Relay.

Relay will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. Relay also reserves the right to seek intellectual property protection

How may I help you today?





for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf.

[GET A DEMO](#)

You may only use the Relay Marks in a manner permitted by Relay. You may not attempt, now or in the future, to claim any rights in the Relay Marks, degrade the distinctiveness of the Relay Marks, or use the Relay Marks to disparage or misrepresent Relay or Our Services.

SECTION 10. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

10.1 Authority. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

10.2 No Warranties. THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE PRODUCTS AND SERVICE(S) PROVIDED PURSUANT TO THIS AGREEMENT AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE(S) WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE SERVICE(S) WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. WE EXERCISE NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE(S). SUBSCRIBER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR SUBSCRIBER'S OR ITS CUSTOMER'S, AGENTS AND/OR END USER'S USE OF THE SERVICES PROVIDED BY RELAY. WE HAVE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF THIRD-PARTIES, THIRD-PARTY SERVICE PROVIDERS. SUBSCRIBER, SUBSCRIBER'S AGENTS, CUSTOMERS AND/OR END USERS ACCESS THE SERVICE(S) AT SUBSCRIBER'S OWN RISK. SUBSCRIBER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS AGENTS, CUSTOMERS AND/OR END USER'S USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE(S)

We're Online!
How may I help you today?





10.3 Service Limitations. You acknowledge that use of any emergency or panic feature is dependent upon the availability of a network connection, whether a cellular network, LoRa (for those Relay products that contain LoRa) or Your Wi-Fi service provided by a carrier You contract with and that uses Your equipment. Such availability may not always be present. At any time such network connection is not available, any attempt to transmit an alert by a Relay device will not be received, and the emergency or panic feature will be unavailable. **YOU SHOULD IMPLEMENT SECONDARY MEANS OF COMMUNICATION, AS APPROPRIATE UNDER THE CIRCUMSTANCES, TO AVOID THE RISK OF INJURY OR DEATH OR DAMAGE TO PROPERTY IN THE EVENT THAT A NETWORK CONNECTION IS UNAVAILABLE."**

SECTION 11. INDEMNIFICATION

11.1 Indemnification by Us. We will indemnify and hold You harmless from and against claims brought by a third party against You by reason of Your use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Relay for such defense, provided that (a) You promptly notify Relay of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, We shall not settle or compromise any claim that results in liability or admission of any liability by You without Your prior written consent); and (c) You fully cooperate with Relay in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our sole option and expense, (i) procure for You the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Relay in its sole discretion, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to Relay for the corresponding unused portion of Your Subscription Term for such Service(s). We will have no liability or obligation under this Section 11.1 with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by You; (y) modification of the Service(s) by anyone other than Relay or Relay





Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 11.1 state the sole, exclusive and entire liability of Relay to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

11.2 Indemnification by You. You will indemnify and hold Relay harmless against any third-party claim (a) arising from or related to purchase, sale, resale, or use of the Service by You, Agents or End-Users; or (b) alleging that Your use of the Service or Your Service Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided (i) We promptly notify You of the threat or notice of such claim; (ii) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (iii) We fully cooperate with You in connection therewith.

SECTION 12. LIMITATION OF LIABILITY

12.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF RELAY), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

12.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RELAY'S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES,

We're Online!

How can we help you today?





SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE CONSULTING SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

12.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, RELAY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12.4 Any claims or damages that You may have against Relay shall only be enforceable against Relay and not any other entity or its officers, directors, representatives or agents.

SECTION 13. DISPUTE RESOLUTION PROCESS

(a) The Parties wish to promptly and fully resolve any dispute arising in connection with this Agreement in good faith, confidentially, and informally with minimal transaction costs. If either Party determines that any dispute cannot be resolved informally, then such Party will initiate an escalation process by giving written notice ("**Escalation Notice**") to the other Party. Each Party then will name one (1) representative, which representative will be an executive knowledgeable of the subject matter in dispute and with authority to discuss the dispute (hereinafter the "**Officers**"). The Officers will meet in person or by conference call not later than fifteen (15) calendar days after delivery of the Escalation Notice. All negotiations conducted by the Officers will be confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and c

We're Online!

How to Help





other applicable rules of evidence. The Officers will conduct such additional meetings as they deem necessary to exchange relevant information, will appoint their respective staff to attempt to resolve any disputed facts, and will attempt to resolve the dispute. Should the Officers be unable to resolve the dispute within fifteen (15) days, or such additional time as the Parties may otherwise agree in writing, either Party may demand mediation by written notice to the other Party, whereupon the parties will, in good faith, mediate the dispute no later than thirty (30) days after such demand through the services of a mutually selected mediator, the cost of whom will be borne equally by the Parties, at a date and location selected by the mediator after consultation with the Parties. If the dispute is not resolved after applying the escalation procedures set forth above (or if either Party fails to timely appoint Officers, comply with a demand for mediation or otherwise fail to meet its obligations pursuant to this Section 16(a)), the Parties agree to waive any right to trial by jury in any judicial proceeding arising under or related to the subject matter of this Agreement, and will submit all controversies, claims, disputes and matters of difference to arbitration according to the commercial rules and practices of the AAA. Arbitration hereunder will occur within sixty (60) days of the date of submission before a single neutral arbitrator having significant experience in the subject matter of this Agreement and who will be selected in accordance with applicable AAA rules. Arbitration proceedings will take place in Wake County, North Carolina. Discovery will be permitted, including the use of interrogatories, requests for admission and production of documents and depositions. The arbitrator's fees and costs of the arbitration will be borne by the Party against whom the award is rendered; provided, however, if the arbitrator grants partial relief to both Parties, the arbitrator will equitably allocate the arbitrator's fees and other costs. Each Party will pay its attorney's fees related to any dispute related to this Agreement. The arbitration award will be final and binding on both Parties, will not be subject to any appeal and will be enforceable in any court of competent jurisdiction.

(b) Notwithstanding any term or condition of this Agreement to the contrary, We may, but will not be obligated, to utilize the dispute resolution proceedings in connection with any collection of amounts not paid.

(iii) ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS,

We're Online
How may I help you today?





CONSOLIDATED OR REPRESENTATIVE ACTION. SUBSCRIBER, ITS AGENTS AND END
USERS WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE
PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

GET A DEMO

SECTION 14. NOTICE OF DATA PRACTICES

14.1 Improving the Services. We may receive, collect, store, run various analytics on (both by Us and third-parties), and/or share Service Data based on Our legitimate interest to market, improve, or operate the Services as well the development of other legitimate business interests. If and to the extent that the Service Data includes Personal Data, the Parties will comply with their respective obligations set out in the Customer Data Processing Addendum, attached hereto as Exhibit A and incorporated by reference.

14.2 Communicating with You. We may communicate with You and Your Agents, send You and Your Agents product announcements and promotional offers or contact You and Your Agents about the Services. If You or an Agent does not want to receive communications from Us, please indicate this preference by sending an email to Your account representative and provide us with the name and email address of each Agent that no longer wishes to receive these communications. You and Your Agents will continue to receive transactional messages that are required for Relay to provide the Services to You (such as billing notices and product usage notifications).

14.3 Connecting the Services. In the event that You decide to use a Non-Relay Service, Relay may obtain other information, including Personal Data, from third parties and combine that with information We collect through Our Services. Any access that We may have to such information from a third-party is in accordance with the authorization procedures determined by that service. By authorizing Us to connect with a Non-Relay Service, You authorize Us to access and store Your name, email address(es), current city, profile picture URL, and any other Personal Data that the Non-Relay Service makes available to Us, and to use and disclose it in accordance with this Agreement.

14.4 Third-Party Service Providers. You agree that Relay, and the third-party service providers that are utilized by Relay to assist in providing the Services to You, shall have the right to access Your Account and to use, modify, reproduce, distribute,

We're Online!

How may I help you today?





display and disclose Service Data to the extent necessary to provide, secure or improve the Services. GET A DEMO

SECTION 15. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

15.1 Assignment. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior written consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement in connection with any merger or change of control of Relay or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

15.2 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between You and Relay with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

15.3 Amendment. We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. Your continued use of the Services following the effective date of any such amendment may be relied upon by Relay as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

SECTION 16. SEVERABILITY

We're Online!
How may I help you today?





If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

GET A DEMO

SECTION 17. EXPORT COMPLIANCE AND USE RESTRICTIONS

The Services and other Software or components of the Services that We may provide or make available to You, Agents or End-Users are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. You agree to comply with all such laws and regulations as they relate to access to and use of the Services, Software, Products and such other components by You, Agents and End-Users. You shall not access or use the Services if You are located in any jurisdiction in which the provision of the Services, Software, Products or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Services, Software or Products to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Agents or End-Users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Agents and End-Users are located.

SECTION 18. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

SECTION 19. NOTICE





All notices provided by Relay to You under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or U.S. mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to Relay in writing by Courier or U.S. mail to 4200 Six Forks Road, Suite 1800, Raleigh, NC 27609 Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

SECTION 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Wake County, North Carolina. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Agents or End-Users.

Section 21. AGREEMENT TO CONDUCT BUSINESS IN ENGLISH

The parties confirm that it is their express wish that this Agreement and all documents related to this Agreement, and all communications exchanged between the parties in the context of the execution of this Agreement, be in the English language only. Les parties confirment que c'est leur volonté expresse que cette convention, de même que toute documentation s'y rattachant et toute communication entre les parties dans le cadre de l'exécution de celle-ci soit exclusivement en langue anglaise.

SECTION 22. SURVIVAL

Sections 2.1, 3.5, 3.6, 4.4, 5 – 6, 9-22 shall survive any termination of this Agreement with respect to use of the Services by You, Agents or End Users. Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.





When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Account" means any accounts or instances created by or on behalf of Subscriber or its Agents within the Services.

"Additional Feature(s)" means additional features or functionality that are available or enabled through the Service, but do not form part of the Service. Additional Features are purchased or enabled separately and distinctly from Your Service Plan.

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

"Agent" means an individual (including those of Your Affiliates) authorized to use the Service(s) through Your Account as an agent and/or administrator, each as identified through an individual login.

"Agreement" means the Master Subscription Agreement together with any and all Supplemental Terms, Order Forms, and other documents located on Relay's Business Website.

"API" means the application programming interfaces developed, made available and enabled by Relay that permit Subscribers to access certain functionality provided by the Services.

"Associated Services" means products, services, features and functionality designed to be used in conjunction with the Services that are not included in the Service Plan to which You subscribe.

"Beta Services" means a product, service or functionality provided by Relay that may be made available to You to try at Your option at no additional charge which is clearly designated as beta.

We're Online!

How may I help you today?





“Confidential Business Information” means all Confidential Information that is not Service Data, including, without limitation, Your Agents’ Personal Data and Account information, which Relay may store in its systems separate from the Service and Our security policies and procedures.

GET A DEMO

“Confidential Information” means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement, and Confidential Business Information, Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party’s Confidential Information.

“Consulting Services” means consulting and professional services (including any training, success or implementation services) provided by Relay Personnel as indicated on an Order Form or other written document such as a SOW.

“Documentation” means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by Relay to You, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

“End-User” means any person or entity other than Subscriber or Agents with whom Subscriber, its Agents, or its End-Users interact while using a Service.

“Force Majeure Event” means an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Relay Services, or acts undertaken by third parties, including without limitation, denial of service attack.

We're Online!

How may I help you today?





“Intellectual Property Rights” means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

GET A DEMO

“Order Form: means Our generated service order form(s) executed or approved by You with respect to Your subscription to a Service, which may detail, among other things, the number of Relay devices You are purchasing and the Service Plan applicable to Your subscription.

“Payment Agent” means a payment agent designated by Relay. For example, if You choose to pay for a Service with a credit card or certain other payment instruments in a currency other than the U.S. Dollar, Relay will use a Payment Agent to process the credit card payment.

“Personal Data” means any information relating to an identified or identifiable natural person that is (i) included in the Service Data or otherwise provided to Relay and that Relay Processes on behalf of Customer in the course of providing the Services, and (ii) subject to the Data Protection Laws.

“Personnel” means employees and/or non-employee service providers and contractors of Relay in connection with performance hereunder.

“Planned Downtime” means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

“Products” means any hardware or other physical product or device, such as the Relay device(s), which is used in conjunction with the Services. Product is included in the definition of Service, although there may be additional terms and conditions that govern use of the Relay device or certain other Products. When there are additional terms and conditions for Products, they supplement and are to be read in conjunction with this Agreement and do not override the terms of the Agreement unless the terms explicitly provide that they override.

“Processing/to Process/Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring,





storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

GET A DEMO

"Relay" means Relay, Inc., a Delaware corporation, its d/b/a "Relay" or any of its successors or assignees.

"Malicious Software" means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

"Service(s)" means any Product, Software and services provided by Relay and used or available for use by You, including the Relay and Relay+ devices, other Relay products, such as the wi-fi beacon, and any follow on hardware product, any software, either stand alone or associated with the Relay device or the services provided by Relay or that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by Us, via the applicable subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable software, updates, API, Documentation, and all applicable Associated Services that You have purchased or deployed or to which You have subscribed that are provided under this Agreement. To the extent Subscriber is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

"Service Data" means the information collected and stored through Your use of the Service, including those You permit to the use the Service. Depending on what information You provide the Service, Service Data may may include, without limitation, Usage Data and Personal Data.

"Service Plan(s)" means the packaged service plan(s) and the functionality and services associated therewith (as detailed in an Order Form) for the Services.

"Site" means a website operated by Relay, Inc., including www.relaypro.com, as well as all other websites that Relay, Inc., operates.





"Software" means software provided by Relay (either by download or access through the internet) that allows Agents or End-Users to use any functionality in connection with the applicable Service. Software is included in the definition of Service, although there may be additional terms and conditions that govern certain Software. When there are additional terms and conditions for Software, they supplement and are to be read in conjunction with the Agreement and do not override the terms of this Agreement unless the terms explicitly provide that they override.

"Subscription Charges" means all charges associated with Your access to and use of an Account.

"Subscription Term" means the period during which You have agreed to subscribe to a Service with respect to any individual Agent.

"Supplemental Terms" means the additional terms and conditions that are (a) included or incorporated on an Order Form via hyperlink or other reference; (b) additional terms related to a particular hardware product, software, service or Additional Feature that You use during Your Service Term.

"Taxes" means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

"Non-Relay Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Non-Relay Services which may be integrated directly into Your Account by You or at Your direction.

"Usage Charges" means additional Subscription Charges that are incurred by Subscriber relating to the use of certain features and functionality that Subscriber enables within the Service.

"Usage Data" means metrics and information regarding Your use of the Service, including evaluating how Agents and End-Users use the Service.





“Your Equipment” means any internal wiring or extensions, required conduit, facilities, power or other similar infrastructure, systems, equipment, routers, software and networks used in connection with the Services, whether or not owned or controlled by You (other than the Relay device(s)).

“We,” “Us” or “Our” means Relay as Relay is defined herein.

EXHIBIT A

Customer Data Processing Addendum

This Customer Data Processing Addendum (“DPA”) supplements and forms part of the Enterprise Master Agreement Terms (“Agreement”) between Relay, Inc. and (“Customer”). Unless clearly stated otherwise, references to “Sections” in this DPA refer to sections of this DPA.

With respect to the Processing of Personal Data, the parties agree as follows:

- **Definitions.** All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. As used in this DPA, the capitalized terms below have the meanings set forth below.
 - “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act.
 - “Data Breach” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data Processed by Relay or a Sub-processor. Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other similar incidents.
 - “Data Controller” means an entity that determines the purposes and means of the Processing of Personal Data.
 - “Data Processor” means an entity that Processes Personal Data on behalf of a Data Controller.
 - “Data Protection Laws” means all data protection and privacy laws applicable to the Processing of Personal Data under this DPA, including, where applicable, GDPR, CCPA, the Consumer Data Protectio.





Act, Code of Virginia Title 59.1 Chapter 52 § 59.1-571 et seq., the

GET A DEMO

Colorado Privacy Act, Colorado Revised Statute Title 6 Article 1 Part 13 § 6-1-1301 et seq., the Act Concerning Personal Data Privacy and Online Monitoring, Connecticut Public Act No. 22-15, and the Consumer Privacy Act, Utah Code Annotated Title 13 Section 2 § 1 et seq.

- “EEA” means the member states of the European Union, as well as Iceland, Liechtenstein, and Norway.
- “GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) and any member state law implementing the same, and for the purpose of this DPA includes the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act 2018).
- “Personal Data” means any information relating to an identified or identifiable natural person that is (i) included in the Service Data or otherwise provided to Relay and that Relay Processes on behalf of Customer in the course of providing the Services, and (ii) subject to the Data Protection Laws.
- “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction, and “process,” “processes” and “processed” shall be interpreted accordingly.
- “Relay” means Relay, Inc., a Delaware corporation, its d/b/a “Relay” or any of its successors or assignees.
- “Sensitive Personal Data” means Personal Data revealing racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; physical or mental health; sex life or sexual orientation; the Processing of genetic data, biometric data for the purpose of uniquely identifying an individual; Personal Data relating to criminal convictions and offenses; government-issued identification number; financial account numbers including payment card numbers; precise geolocation data; and such subsets of Personal Data that are

How may I help you today?





deemed "sensitive" or require enhanced protections under applicable Data Protection Laws.

GET A DEMO

- "Services" means the services provided by Relay to Customer under the Agreement.
- "Sub-processor" means any Data Processor engaged by Relay to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

- **Relationship with the Agreement.**

- The parties agree that this DPA shall replace any existing DPA or other contractual provisions pertaining to the subject matter contained herein the parties may previously have entered in connection with Services.
- Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail.
- Any claims brought under or in connection with this DPA are subject to the terms and conditions, including but not limited to all exclusions and limitations of liability, set forth in the Agreement.

- **Roles of the Parties; Processing of Personal Data**.****

- Customer is the Data Controller of Personal Data, except where Customer acts as a Data Processor for another Data Controller, in which case Customer warrants to Relay that its appointment of Relay as a Data Processor, and its Processing instructions to Relay, have been authorized by the relevant Data Controller. Relay is a Data Processor of Personal Data. This DPA shall apply solely to the Processing of Personal Data by Relay acting as a Processor or Subprocessor to provide the Services.
- Customer agrees that (i) it shall comply with its obligations under the Data Protection Laws and any applicable industry standards and self-regulatory programs that are binding on Customer in respect of its Processing of Personal Data and any Processing instructions it issues to Relay; and (ii) Customer or, where Customer acts as a Processor, the relevant Data Controller, has provided all notices, and obtained all consents, rights, and authorizations necessary under Data Protection Laws for Relay to Process Personal Data and provide the Services as described in the Agreement, and (iii) Customer shall ensure that access to the Products and Services is limited to authorized Agents and End-Users. Customer shall promptly notify Relay and cease Processing

We're Online!

How may I help you today?





Personal Data in the event any required authorization or legal basis for Processing is revoked or terminates. Customer further agrees that it shall not provide to Relay any Sensitive Personal Data unless such types of Sensitive Personal Data are indicated in the attached **Schedule 1**, and Relay will have no liability under this DPA or the Agreement for Sensitive Personal Data not so indicated.

- Customer acknowledges and agrees that the Service Data shall not include any data that constitutes Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), unless Customer provides advanced written notice to Relay that the Service Data will include PHI.
- Relay shall Process Personal Data only to provide the Services and for the purposes described in the Agreement, or otherwise in accordance with Customer's documented and agreed-upon lawful instructions. Customer acknowledges that Relay shall have the right to Process Personal Data in order to provide Services to Customer, fulfill its obligations under the Agreement and this DPA, and for legitimate purposes related to Relay's business operations, such as to operate, manage, test, and maintain the Services, provide support and/or use of the Services such as billing, account management, technical support, fraud prevention, and to enhance and develop the Services, including by providing insights and reporting related to use of the Services. For the avoidance of doubt, Relay may aggregate or de-identify Personal Data in accordance with Data Protection Laws and use such aggregated or de-identified information for any purpose.
- With respect to Personal Data that is subject to the CCPA, Relay shall Process such Personal Data only for limited and specified purposes as set forth in the Agreement and this DPA, and shall not otherwise:
 - "sell" or "share" Personal Data, as those terms are defined in the CCPA;
 - retain, use, or disclose Personal Data for any purpose other than for the business purposes specified in the Agreement, and this DPA, including retaining, using, or disclosing the Personal Data for a commercial purpose other than the business purposes specified in





the Agreement and this DPA, or as otherwise permitted by the CCPA;
GET A DEMO

- retain, use, or disclose Personal Data outside of the direct business relationship between Relay and Customer; or
- except as permitted by the CCPA, combine Personal Data that Relay receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with data subject. Notwithstanding the foregoing, Relay may combine Personal Data received or collected from or on behalf of Customer with other Personal Data received by Relay from third party sources for the specific purpose of performing the Services, provided such combination is performed for a "business purpose" as defined in and in accordance with the CCPA and regulations adopted pursuant thereto. Relay may, for the specific purpose of performing the Services, Process Personal Data received or collected from or on behalf of Customer to create "aggregate consumer information," as that term is defined by the CCPA, and combine such aggregate consumer information with aggregate consumer information derived from other sources, provided that the outputs of such combination also constitute "aggregate consumer information," as defined by the CCPA.

Relay certifies that it understands and will comply with the restrictions of this Section 3.5.

- Relay will comply with Data Protection Laws and will provide a level of privacy protection for Personal Data consistent with the requirements of the Data Protection Laws. Relay will promptly notify Customer if it makes a determination that it can no longer meet its obligations under this DPA or comply with the Data Protection Laws. Customer shall have the right to take reasonable and appropriate steps to help ensure that Relay uses Personal Data in a manner consistent with Customer's obligations under the Data Protection Laws, and upon notice, including from Relay pursuant to the preceding sentence, to take reasonable and appropriate steps to stop and remediate any unauthorized Processing of Personal Data.

We're Online!
How may I help you today?





GET A DEMO

The subject matter and duration of the Processing, the nature and purposes of the Processing, and the types of Personal Data and categories of data subjects are as described in **Schedule 1** to this DPA.

- **Data Security.** Each party shall take appropriate technical and organizational measures against unauthorized or unlawful Processing of Personal Data or its accidental loss, destruction, or damage. Relay shall implement and maintain commercially reasonable technical and organizational security measures designed to protect Personal Data from Data Breaches, including, as appropriate, the security measures described in Article 32 of the GDPR. Notwithstanding the foregoing, Customer agrees that it is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Personal Data when in transit, and taking any appropriate steps to securely encrypt or backup Personal Data, as well as any other security obligations outlined in the Agreement.
- **Data Breach Response.** Relay shall notify Customer without undue delay after becoming aware of any Data Breach. Relay shall make reasonable efforts to identify the cause of the Data Breach and shall undertake such steps as Relay deems necessary and reasonable in order to remediate the cause of such Data Breach. Relay shall provide information related to the Data Breach to Customer in a timely fashion and as reasonably necessary for Customer to maintain compliance with the Data Protection Laws.
- **Confidentiality of Processing.** Relay shall ensure that any person who is authorized by Relay to Process Personal Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality.
- **Return or Deletion of Personal Data.** Upon termination or expiration of the Agreement, Relay shall (at Customer's election) delete or return, if feasible, to Customer all Personal Data remaining in its possession or control, save that this requirement shall not apply: (i) to the extent Relay is required by applicable law to retain some or all of the Personal Data; or (ii) to Personal Data Relay has archived on back-up systems. In all such cases, Relay shall maintain the Personal Data securely and limit Processing to the purposes that prevent deletion or return of the Personal Data. The terms of this DPA shall survive for so long as Relay continues to retain any Personal Data.





Sub-processing. Customer hereby authorizes Relay to engage Sub-processors to Process Personal Data on Customer's behalf, including the Sub-processors currently engaged by Relay as listed at: relaypro.com/legal/relay-subprocessor-list. Relay shall: (i) take commercially reasonable measures to ensure that Sub-processors have the requisite capabilities to Process Personal Data in accordance with this DPA; (ii) enter into a written agreement with each Sub-processor that requires the Sub-processor to protect the Personal Data to a materially similar standard required by this DPA; and (iii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Relay to breach any of its obligations under this DPA. Relay will notify Customer in the event that it intends to engage different or additional Sub-processors that will Process Personal Data pursuant to this DPA, which may be done by email or posting on the website identified above. Customer must raise any objection to posted Sub-processors within thirty (30) calendar days of the posted update. Customer's objection shall only be effective if submitted to Relay in writing, specifically describing Customer's reasonable belief that Relay's proposed use of the Sub-processor(s) will materially, adversely affect Customer's compliance with the Data Protection Laws. In any such case, the parties will make reasonable efforts to reconcile the matter. In the event Customer's concern cannot be resolved, Relay may terminate the Agreement with no penalty and Customer shall immediately pay all fees and costs then due and owing and to Relay.

- **International Transfers.**

- Relay may Process Personal Data in the United States and anywhere else in the world where Relay or its Sub-processors maintain data Processing operations.
- If and to the extent Relay's performance or Customer's use of the Services involve a transfer (or onward transfer) by Customer to Relay of Personal Data originating in the EEA, Switzerland, or the United Kingdom that is subject to GDPR or the Swiss Federal Act on Data Protection, where any required adequacy means can be met by entering into an approved set of Standard Contractual Clauses, Customer represents and warrants that it will notify Relay that such international transfers will occur prior to the initiation of any such international transfer. In that case, the parties will work together in good faith to put in place

We're Online!

How may I help you today?



- **Data Protection Authority Inquiries.** Relay shall provide commercially reasonable cooperation to assist Customer in its response to any requests from data protection authorities with authority relating to the Processing of Personal Data under the Agreement and this DPA. In the event that any such request is made directly to Relay, Relay shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Relay is required to respond to such a request, Relay shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.
- **Individual Rights and Requests.** To the extent Customer does not have the ability to independently correct, amend, or delete Personal Data, or block or restrict Processing of Personal Data, then at Customer's written direction and to the extent required by Data Protection Laws, Relay shall comply with any commercially reasonable request by Customer to facilitate such actions. Relay shall, to the extent legally permitted, promptly notify Customer if it receives a request from an individual data subject for access to, correction, amendment or deletion of that person's Personal Data, or a request to restrict Processing. Relay shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a data subject's request, to the extent legally permitted and to the extent Customer does not have the ability to address the request independently. To the extent legally permitted, Customer shall be responsible for any costs arising from Relay's provision of such assistance.
- **Data Protection Impact Assessments; Prior Consultations with Supervisory Authorities.** Upon Customer's written request, Relay shall provide Customer with reasonable cooperation and assistance as needed to fulfil Customer's obligation under any Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Relay. Relay shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section, to the extent required under any Data Protection Laws.





Audits and Inspections. Relay shall provide written responses (on a confidential basis) to all commercially reasonable requests for information made by Customer regarding Processing of Personal Data, including responses to information security reviews, that are necessary to confirm Relay's compliance with this DPA. To the extent Relay's responses are not sufficient to enable customer to satisfy its obligations under applicable Data Protection Laws, Relay shall cooperate with audits and inspections performed by Customer or a vendor of Customer reasonably acceptable to Relay, provided however, that any audit or inspection: (i) may not be performed unless necessary to determine Relay's compliance with this DPA and Customer reasonably believes that Relay is not complying with this DPA, or as otherwise specifically required by applicable Data Protection Laws; (ii) must be conducted at Customer's sole expense and subject to reasonable fees and costs charged by Relay; (iii) may be conducted on no less than thirty (30) days prior written notice from Customer, at a date and time and for a duration mutually agreed by the parties; and (v) must be performed in a manner that does not cause any damage, injury, or disruption to Relay's premises, equipment, personnel, or business. Notwithstanding the foregoing, Relay will not be required to disclose any proprietary or privileged information to Customer or an agent or vendor of Customer in connection with any audit or inspection undertaken pursuant to this DPA.

GET A DEMO

- **Law Enforcement Requests.** If a law enforcement or other governmental agency sends Relay a request or other lawful process for Personal Data (for example, a subpoena or court order), Relay may attempt to redirect the agency to request that data directly from Customer. As part of this effort, Relay may provide Customer's basic contact information to the law enforcement agency. Relay will not voluntarily disclose Personal Data to a law enforcement or other governmental agency absent a legal obligation to do so, and if applicable law compels Relay to do so in response to a demand received from such agency, then Relay shall use reasonable efforts to give Customer prior notice of the demand to allow Customer to seek a protective order or other appropriate remedy, unless Relay is legally prohibited from doing so.
- **Miscellaneous**
 - This DPA will be subject to the governing law identified in the Agreement without giving effect to conflict of laws principles.

We're Online!

How may I help you today?





- No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.
- This DPA may be entered into by the parties in any number of counterparts. Each counterpart will, when executed and delivered, be regarded as an original, and all the counterparts will together constitute one and the same instrument.

SCHEDULE 1

Details of Processing

- **Data Processor**

The Data Processor is Relay, Inc., the provider of the Services.

- **Data Controller**

The Data Controller is the Customer identified in the DPA, a user of the Data Processor's Services.

- **Categories of Data Subjects**

The categories of data subjects are determined by the Customer and may include:
[Check all that apply]

☐ employees (personnel engaged by Customer) / non-employee workers
(individuals acting in a business capacity as independent contractors to Customer)

☐ consumers or customers (individuals acting in a personal or household capacity who engage with products or services of Customer)

☐ job applicants (individuals seeking employment from Customer)

☐ other (specify where possible): [_____]

- **Types of Personal Data**

The types of Personal Data Processed by Relay are determined by the Customer and may include: [Check all that apply]





☐ personal identification information (name, date of birth)

[GET A DEMO](#)

☐ contact details (email, phone, address)

☐ real-time or precise location

☐ education and training details

☐ employment-related data

☐ family, lifestyle, and social circumstances

☐ digital, device, and social media identifiers or digital profiles

☐ account credentials

☐ immigration status or citizenship information

☐ contents of communications not directed to Relay or Customer

☐ any other categories of Personal Data provided by or on behalf of Customer to Relay in connection with the Services (specify where possible):

• **Types of Sensitive Personal Data**

The types of Sensitive Personal Data Processed by Relay are determined by the Customer and may include: [Check all that apply]

☐ none

☐ racial or ethnic origin

☐ political opinions

☐ religious or philosophical beliefs

☐ trade union membership

☐ genetic data

We're Online!
How may I help you today?





☐ biometric data

[GET A DEMO](#)

☐ data concerning health

☐ sex life or sexual orientation

☐ government issued identification (driver's license, social security number, or other national identity number)

☐ financial, economic and insurance data, including financial account numbers

- **Duration of the Processing**

The duration of the Processing shall be the term of the Agreement as set forth therein.

- **Subject Matter, Nature, and Purposes of the Processing**

Relay will Process Personal Data as necessary to perform the Services under the Agreement, and for such other purposes as may be described in the Agreement, the DPA, or other instructions of Customer.



PRODUCTS

Team Communications

Worker Safety

Operational Insights

Connected Hardware

Integrations

Developers

Relay for Families

Relay in Canada (French)

SOLUTIONS

Hospitality

Casinos

Healthcare

Large Venues

Golf Courses

Facilities Management

Food Services

Education

Warehouse & Logistics

CUSTOMERS

Customer Stories

The Relay Customer Experience

We're Online!

How may I help you today?





[Relay Academy](#)

[Get Help](#)

RESOURCES

[Blog](#)

[Events](#)

[Partner Program](#)

[Customer Referral Program](#)

COMPANY

[About Us](#)

[Careers at Relay](#)

[Press and Media](#)

LEGAL

[Acceptable Use Policy](#)

[Children's Privacy Policy](#)

[Privacy Policy](#)

[Safety & Regulatory Information](#)

[Statement of Limited Warranty](#)

[Translate Channel](#)

[Consumer Terms of Service](#)

[Enterprise Master Agreement Terms](#)

[API Terms of Service](#)

[Developer Policy](#)

[Virtual Patent Marking](#)

[Website Terms of Use](#)



DO NOT SELL MY PERSONAL INFORMATION

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.





AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Don Montague

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to authorize Constable 3 to procure a credit card for an amount not to exceed \$2,000.00 from the County depository bank. **SHELL/MONTAGUE**

Summary

The Constable Precinct 3 Office is requesting a Hays County credit card for making department purchases, travel reservations, and other miscellaneous expenses that would normally be charged to the Purchasing Department credit card.



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of Amendment No. 6 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. **BECERRA/MILLER**

Summary:

Amendment No. 6 sets forth the Schedule of Benefits for Specific Excess Loss Insurance and Aggregate Excess Loss Insurance between Hays County and United Healthcare for the benefit period of January 1, 2024 through December 31, 2024. The Specific Excess Loss Premium is set for \$112.04 per subscriber per month for this time period. The Aggregate Excess Loss premium is set for \$8.38 per subscriber per month for this time period.

Fiscal Impact:

Amount Requested: Per contract

Line Item Number: 003-730-00.5342

Budget Office:

Source of Funds: Medial & Dental Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal (RFP) 2017-P05 Employee Group Health & Dental Plan

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

2024 Stop Loss Amendment

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

AMENDMENT NO. 6

Amendment to be attached to and made a part of Group Policy No. GA-912772AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to County of Hays (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2024.

UnitedHealthcare Insurance Company

UnitedHealthcare Insurance Company



Jessica Paik, President

UnitedHealthcare Insurance Company



Tracy A. Arney, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: County of Hays

Policy Number: GA-912772AL

Effective Date: January 1, 2024

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2024 through December 31, 2024, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2024 and Paid from January 1, 2024 through December 31, 2024.

Specific Deductible per Covered Person: \$200,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$112.04 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2024 and Paid from January 1, 2024 through December 31, 2024.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$1,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$15,842,305 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit:
\$200,000

Monthly Aggregate Factors: \$1,396.66 per subscriber

Aggregate Excess Loss Premium: \$8.38 per subscriber per month

The premium amount reflected above includes the following:

- Aggregate Accommodation Endorsement



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to renew Judges' Professional Liability Insurance Policies with Texas Lawyers Insurance Exchange (TLIE). **BECERRA/MILLER**

Summary:

Discussion and possible action to renew TLIE policies for County Court at Law Judges Christopher Johnson, Jimmy Alan Hall, and Elaine Sommers Brown. These policies provide additional liability coverage related to administrative functions where judicial immunity might not be available. All TLIE Judge's policies provide coverage of \$1,000,000 per claim and \$1,000,000 aggregate with a \$1,000 deductible.

The premium for each policy is \$1,500 for one year of coverage.

Fiscal Impact:

Amount Requested: \$4,500

Line Item Number:001-645-00.5340 Insurance

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: Renewal of Policy

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

C. Johnson quote

E. Brown quote

J. Hall quote

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
 Larry W. Hicks, Vice Chair, *El Paso*
 Billy C. Allen, III, *Houston*
 Cynthia L. Benavides, *Weslaco*
 Patricia D. Chamblin, *Beaumont*
 Ben Davidson, *Lubbock*
 Richard C. Hile, *Austin*



Henry A. Kelly, *Albuquerque*
 John H. Lovell, *Amarillo*
 Aida A. Montanaro, *Brownsville*
 Carrie J. Phaneuf, *Dallas*
 Harry G. Potter, III, *Houston*
 Jaclyn Roberson, *San Antonio*
 Julie C. Stern, *Canton*

March 1, 2024

Honorable Christopher Patrick Johnson
 County Court at Law #2
 712 S. Stagecoach Trail
 San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Christopher:

We appreciate the opportunity to provide you with the following quote #Q06793 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
04/14/2024 - 04/14/2025	1,000,000/1,000,000	1,000	1,500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **March 9, 2023**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (16066) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Please call me or anyone in Member Services if you have any questions. Thank you for your support.

Sincerely,

Jason Syesta
 Vice President of Member Services

Attachment

PAYMENT DUE:
04 / 14 / 24

INVOICE

March 1, 2024

Honorable Christopher Patrick Johnson
County Court at Law #2
712 S. Stagecoach Trail
San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Christopher:

We appreciate the opportunity to provide you with the following quote #**Q06793** for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
04/14/2024 - 04/14/2025	1,000,000/1,000,000	1,000	1,500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **March 9, 2023**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (16066) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

PAYMENT DUE:

04 / 14 / 24

COPY FOR YOUR RECORDS



Telephone: (512) 480-9074
Toll-Free (in Texas only): (800) 252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM, OR TO FILE A COMPLAINT
CALL: 1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called "the Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the practice of law; provided however, that any bar-related or court-appointed service by an Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against an Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

- (a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

- (a) a fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or
- (b) Claim Expenses,

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices – Consumer Protection Act, Texas Business and Commerce Code Sections 17.41. et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants against one or more Insureds, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual named in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) Such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) The acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to an Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary. With respect to an entity which is an Insured, "Related Individual" includes a Related Individual of each owner of such an entity.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such

defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured.

The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission;
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy; or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,

- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

- (a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,
- (b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency, or
- (c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Professional Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY & OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because an Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, each Insured Lawyer who is an owner, partner or shareholder of the Named Insured, jointly and severally, shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

- (a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and
- (b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission.

Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations, arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against an Insured if that Insured committed any acts for which that Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which an Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association. Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas.

6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote for each Insured Lawyer who is a shareholder in, partner of, Of Counsel to or employee of the Named Insured at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
 Larry W. Hicks, Vice Chair, *El Paso*
 Billy C. Allen, III, *Houston*
 Cynthia L. Benavides, *Weslaco*
 Patricia D. Chamblin, *Beaumont*
 Ben Davidson, *Lubbock*
 Richard C. Hile, *Austin*



Henry A. Kelly, *Albuquerque*
 John H. Lovell, *Amarillo*
 Aida A. Montanaro, *Brownsville*
 Carrie J. Phaneuf, *Dallas*
 Harry G. Potter, III, *Houston*
 Jaclyn Roberson, *San Antonio*
 Julie C. Stern, *Canton*

March 1, 2024

Honorable Elaine Sommers Brown
 County Court at Law #3 712 S. Stagecoach Trail
 San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Elaine:

We appreciate the opportunity to provide you with the following quote #Q06791 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
04/14/2024 - 04/14/2025	1,000,000/1,000,000	1,000	1,500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **January 19, 2023**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101207) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Please call me or anyone in Member Services if you have any questions. Thank you for your support.

Sincerely,

Jason Syesta
 Vice President of Member Services

Attachment

PAYMENT DUE:
04 / 14 / 24

INVOICE

March 1, 2024

Honorable Elaine Sommers Brown
County Court at Law #3 712 S. Stagecoach Trail
San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Elaine:

We appreciate the opportunity to provide you with the following quote #**Q06791** for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
04/14/2024 - 04/14/2025	1,000,000/1,000,000	1,000	1,500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **January 19, 2023**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101207) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

PAYMENT DUE:

04 / 14 / 24

COPY FOR YOUR RECORDS



Telephone: (512) 480-9074
Toll-Free (in Texas only): (800) 252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM, OR TO FILE A COMPLAINT
CALL: 1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called "the Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the practice of law; provided however, that any bar-related or court-appointed service by an Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against an Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

- (a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

- (a) a fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or
- (b) Claim Expenses,

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices – Consumer Protection Act, Texas Business and Commerce Code Sections 17.41, et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants against one or more Insureds, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual named in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) Such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) The acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to an Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary. With respect to an entity which is an Insured, "Related Individual" includes a Related Individual of each owner of such an entity.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such

defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured.

The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission;
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy; or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,

- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

- (a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,
- (b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency, or
- (c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Professional Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY & OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because an Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, each Insured Lawyer who is an owner, partner or shareholder of the Named Insured, jointly and severally, shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

- (a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and
- (b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission.

Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations, arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against an Insured if that Insured committed any acts for which that Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which an Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association. Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas.

6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote for each Insured Lawyer who is a shareholder in, partner of, Of Counsel to or employee of the Named Insured at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
 Larry W. Hicks, Vice Chair, *El Paso*
 Billy C. Allen, III, *Houston*
 Cynthia L. Benavides, *Weslaco*
 Patricia D. Chamblin, *Beaumont*
 Ben Davidson, *Lubbock*
 Richard C. Hile, *Austin*



Henry A. Kelly, *Albuquerque*
 John H. Lovell, *Amarillo*
 Aida A. Montanaro, *Brownsville*
 Carrie J. Phaneuf, *Dallas*
 Harry G. Potter, III, *Houston*
 Jaclyn Roberson, *San Antonio*
 Julie C. Stern, *Canton*

March 1, 2024

Honorable Jimmy Alan Hall
 712 South Stagecoach Trail, Suite 2292
 San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Honorable Jimmy Alan Hall:

We appreciate the opportunity to provide you with the following quote #Q05522 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
01/1/2024 - 01/1/2025	1,000,000/1,000,000	1,000	1,500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **January 1, 2023**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101152) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Please call me or anyone in Member Services if you have any questions. Thank you for your support.

Sincerely,

Jason Syesta
 Vice President of Member Services

Attachment

DUE UPON RECEIPT

INVOICE

March 1, 2024

Honorable Jimmy Alan Hall
712 South Stagecoach Trail, Suite 2292
San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Honorable Jimmy Alan Hall:

We appreciate the opportunity to provide you with the following quote **#Q05522** for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
01/1/2024 - 01/1/2025	1,000,000/1,000,000	1,000	1,500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **January 1, 2023**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101152) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

DUE UPON RECEIPT

COPY FOR YOUR RECORDS



Telephone: (512) 480-9074
Toll-Free (in Texas only): (800) 252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM, OR TO FILE A COMPLAINT
CALL: 1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called "the Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the practice of law; provided however, that any bar-related or court-appointed service by an Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against an Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

- (a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

- (a) a fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or
- (b) Claim Expenses,

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices – Consumer Protection Act, Texas Business and Commerce Code Sections 17.41. et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants against one or more Insureds, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual named in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) Such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) The acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to an Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary. With respect to an entity which is an Insured, "Related Individual" includes a Related Individual of each owner of such an entity.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such

defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured.

The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission;
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy; or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,

- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

- (a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,
- (b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency, or
- (c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Professional Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY & OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because an Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, each Insured Lawyer who is an owner, partner or shareholder of the Named Insured, jointly and severally, shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

- (a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and
- (b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission.

Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations, arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against an Insured if that Insured committed any acts for which that Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which an Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association. Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas.

6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote for each Insured Lawyer who is a shareholder in, partner of, Of Counsel to or employee of the Named Insured at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize addition of general and law enforcement liability coverage on one newly purchased unmanned aircraft. **BECERRA/MILLER**

Summary:

Discussion and possible action to authorize addition of general and law enforcement liability coverage on one newly purchased unmanned aircraft pursuant to RFP 2023-P11. Additional premium through 11/15/2024 of \$775

Fiscal Impact:

Amount Requested:\$775

Line Item Number:001-645-00.5340 Insurance

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 Proposal (RFP) 2023-P11 Property & Liability Insurance

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Drone quote

Melanie Munoz

From: Melanie Munoz
Sent: Wednesday, April 3, 2024 11:14 AM
To: Melanie Munoz
Subject: RE: Add to ins new avata drone

From: Nelly Cano <NellyC@county.org>
Sent: Wednesday, April 3, 2024 9:50 AM
To: Melanie Munoz <melanie.munoz@co.hays.tx.us>
Subject: RE: Add to ins new avata drone

Good morning Melanie,

The quote below is based on prorated contribution, adding the drone effective 4/2/2024.

- General Liability - \$310 (4/2/2024-11/15/2024)
- Law Enforcement Liability - \$465 (4/2/2024-11/15/2024)

Hope this helps and please let me know if you wish to get the drone added. Have a great day!



Nelly Cano
Member Services Representative
Risk Management Services
nellyc@county.org | www.county.org

Office: (512) 478-8753
Toll-free (800) 456-5974
1210 San Antonio Street Austin, Texas 78701

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

TAC Way Fundamental No. 24: Be Process and Performance Driven. Focus on using good processes that are in line with our values, as this will yield strong results over time. Work the processes we have, and always look for ways to improve those processes or find better ones. Embrace metrics to better understand how you're doing and how you can improve your performance. Hold yourself accountable for achieving results. Always keep impact on the organization in mind, an "enterprise-wide" perspective.

From: Melanie Munoz <melanie.munoz@co.hays.tx.us>
Sent: Tuesday, April 2, 2024 2:40 PM
To: Nelly Cano <NellyC@county.org>
Subject: FW: Add to ins new avata drone

EXTERNAL SENDER: Take care opening links or attachments.

Hi Nelly,

Before adding this drone to the insurance, could I get a quote for it? We need to get approval in Commissioner's court before adding it to the insurance.

Thank you,

Melanie Muñoz

Risk Manager
Hays County Human Resources
712 S. Stagecoach Trail, Suite 1063
San Marcos, Tx. 78666
512-393-2232 (phone)
512-393-2227 (fax)
melanie.munoz@co.hays.tx.us
Pronouns: She/Her/Ella

From: Cameron Mitchell <cameron.mitchell@co.hays.tx.us>
Sent: Monday, April 1, 2024 7:28 PM
To: Melanie Munoz <melanie.munoz@co.hays.tx.us>
Subject: Add to ins new avata drone

Please add to our insurance coverage

Unmanned aircraft
2024
DJI Avata Pro
SN # 1581F4QWB237T00301KZ
FAA number is FA3HTEE9F9
Value \$1200
Part 107 certified pilots operating this UAV
All drone team members are approved to fly

VR,
Cameron Mitchell #7038
Corporal / sUAS Pilot
Patrol Division / H.U.R.T.
Hays County Sheriff's Office
810 S. Stagecoach Trail
San Marcos, TX 78666
Office: (512)393-7800
Mobile: (512)757-7415



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Mike Jones

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the low water crossing master flasher located at Bell Springs Road and Barton Creek authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **SMITH/MIKE JONES**

Summary:

The master pole at Bell Springs Rd (CR 169) at Barton Creek was damaged during a vehicular accident on February 25, 2024. The vehicle broke the pole base, causing the pole to fall over. The entire pole needs to be replaced. Water & Earth Technologies, Inc. (WET) is currently under a maintenance contract, but not an installation contract so only one WET employee is available for support. A second WET employee needs to be available to re-install the pole which has increased the installation labor. The Pressure Transducer conduit is also an original installation which may not be able to be used for the new pressure transducer. If this is the case, we will need to adjust this quote.

Fiscal Impact:

Amount Requested: \$29,253.18

Line Item Number: 001-656-00.5719_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Recommend County Wide contingencies pending possible insurance subrogation.

\$29,254 - Increase Misc. Equipment_Capital 001-656-00.5719_700

(\$29,254) - Decrease County Wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D)

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Bell Springs Road at Barton Creek
Discretionary Exemption



03/19/2024

Quotation XPHC059

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

05/18/2024

Prepared by:

Water & Earth Technologies, Inc.

40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenzu@wetec.us

Quote Title: Bell Springs Road Master Flasher Controller Replacement

Quote Information

The master pole at Bell Springs Rd (CR 169) at Barton Creek was damaged during a vehicular accident on February 25, 2024. The vehicle broke the pole base, causing the pole to fall over. The entire pole needs to be replaced. Water & Earth Technologies, Inc. (WET) is currently under a maintenance contract, but not an installation contract so only one WET employee is available for support. A second WET employee needs to be available to re-install the pole which has increased the installation labor. The Pressure Transducer conduit is also an original installation which may not be able to be used for the new pressure transducer. If this is the case, we will need to adjust this quote.

Item No.	Item Description	Model No.	Unit Price	Qty	Amount
1	New Master Flasher Controller Pole	NA	\$ 21,453.18	1	\$ 21,453.18
2	Pressure Transducer	CS451	\$ 1,600.00	1	\$ 1,600.00
Items Total					\$ 23,053.18

Item No.	Labor Description	Hours		Amount
		Eng I \$130/hr	Eng II \$150/hr	
3	Repair and Reinstall the damaged pole	16.0	20.0	\$ 5,080.00
4	Install new Pressure Transducer	4.0	4.0	\$ 1,120.00
Labor Total				\$ 6,200.00

Total Cost	\$ 29,253.18
-------------------	---------------------

Thank you for your consideration!

Hays County Commissioners Court

March 12, 2024

Water & Earth Technologies: Master Flasher Pole - Bell Springs Road at Barton 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).

A handwritten signature in black ink, appearing to read 'Mike Jones', is written over a horizontal line.

Mike Jones, Director of Emergency Services



Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Constable Ron Hood & Constable John Ellen

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize out of state travel to Washington D.C. for Deputy Constable's David Gamble, Daniel Duggins, Tate Puryear, Juan Zesati, and John Pozuc related to the National Police Officer Memorial to be held May 9th through May 17th and amend the budget accordingly. **SMITH/HOOD/ELLEN**

Summary:

These five motor officers will travel to Washington D.C. to honor the 222 officers that lost their lives in 2023. The Hays County motor unit will provide escorts to and from events during the week for family members. See attached travel outline for additional details.

Funding for this will be provided by the Commissioner Pct. 4 revenue loss allocation.

Fiscal Impact:

Amount Requested: \$6,527.88

Line Item Number: 011-763-99-159.5501

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$6,528) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$6,528 - Increase Travel 011-763-99-159.5501

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Purchasing Policy must be followed with registration fees, airfare, lodging, and meals

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

National Police Week Travel Information

Hays County Constable Motors

Washington D.C. National Police Officer Memorial Trip

May 9th – May 17th 2024

Travel Itinerary for National Police Officer Memorial for the following deputies.

- Deputy David Gamble (Hays County Constable Precinct 5)
- Deputy Daniel Duggins (Hays County Constable Precinct 5)
- Deputy Tate Puryear (Hays County Constable Precinct 4)
- Deputy Juan Zesati (Hays County Constable Precinct 4)
- Deputy John Pozuc (Hays County Constable Precinct 4)

Thursday May 9, 2024

- Depart Hays County Precinct 4 at 0530 hours.
- Travel to Holiday Inn Express & Suites 5566 Franklin Pike Circle, Brentwood TN

Friday May 10, 2024

- Depart Holiday Inn Express & Suites 5566 Franklin Pike Circle, Brentwood TN for Washington D.C. at 0600 hours.
- Travel to Omni Shoreham Hotel (Host Hotel) 2500 Calvert Street, NW, Washington DC, 20008.

Saturday May 11, 2024 – Thursday May 16, 2024

- Early Arrival 5/11/24 - Arriving on this day will give survivors and law enforcement officers an extra day to get checked in to their hotels and prepare for the week ahead. Shuttles will only run from Reagan National Airport (DCA) to your C.O.P.S. Hotel. Transportation is provided to those who have both pre-registered with C.O.P.S. and will be staying at a C.O.P.S. hotel.
- Official Arrival 5/12/2024 - Arriving on this day will give survivors and law enforcement officers the day to get checked in to their hotels and prepare for the weekend ahead. Shuttles will only run from Reagan National Airport (DCA) to your C.O.P.S. Hotel. Transportation is provided to those who have both pre-registered with C.O.P.S. and will be staying at a C.O.P.S. hotel.

- LEU Arrival 5/12/2024 - Law Enforcement United is a group of law enforcement officers (active and retired) and survivors who have made it their mission to honor the fallen and support their survivors. These men and women ride their bicycles 250+ miles into Washington, D.C. Some cyclists have a flag attached to their bicycle of an officer being honored this year on May 15. At the arrival ceremony, the flag is presented to the surviving family. Proceeds raised by Law Enforcement United benefit C.O.P.S., Spirit of Blue, and the Officer Down Memorial Page. Transportation will be provided from the C.O.P.S. host hotel..
- Candle Light Vigil 5/13/2024 - Each year on May 13, the National Law Enforcement Officers Memorial Fund presents its annual Candlelight Vigil - a signature event of National Police Week in Washington, D.C. During the Candlelight Vigil, fallen officers whose names were engraved on the Memorial Wall in 2024 are formally dedicated. The Candlelight Vigil, held on the National Mall, includes the lighting of candles, reading of names, remarks by dignitaries, and musical tributes performed to honor the memory of these fallen officers. Bus transportation to and from this event leaves from C.O.P.S. hotels only.
- National Police Survivors Conference May 14, 2024 - The National Police Survivors' Conference provides surviving family members and co-workers the opportunity to find support and understanding from other survivors, talk with mental health professionals, and attend seminar sessions that will help them and their family address their grief. Conference attendees leave National Police Week and with a greater understanding of the grief process and the support available through C.O.P.S.
- C.O.P.S. 40th Anniversary Celebration Formal Gala May 14, 2024 - C.O.P.S. invites you to take part in the C.O.P.S. 40th Anniversary Celebration Formal Gala on the evening of May 14th. This formal event brings together law enforcement, survivors and peer supporters to honor and celebrate our heroes. Blue or black formal/semi-formal attire is expected, as a tribute to our fallen heroes. Uniforms are acceptable.
- National Peace Officers Memorial Service - National Peace Officers' Memorial Service, which is organized by the Fraternal Order of Police and its Auxiliary, will be held on Wednesday, May 15th, to honor those officers who are to be honored in 2024. Bus transportation to and from this event leaves from C.O.P.S. hotels only.

One member from each family should plan on attending an informational meeting held by the Fraternal Order of Police & Auxiliary on the events of the National Peace Officers'

Memorial Service. This meeting will give more information on what to expect on the day of the event. Surviving families will be informed of the meeting date and time as the details are confirmed.

EXPENSE REPORT

- Holiday Inn Express & Suites Nashville-Brentwood I-65
5566 Franklin Pike Circle, Brentwood, TN
3 Rooms @ \$143.16 each = \$429.48 (GSA Rate)

******Halfway point between Hays County and Washington DC******

- Omni Shoreham Hotel (Host Hotel)
2500 Calvert Street, NW, Washington, District of Columbia, 20008

3 Rooms @ \$194.00 each for 6 nights = \$4048.92

******2 Officers per room******

- Holiday Inn Express & Suites Nashville-Brentwood I-65
5566 Franklin Pike Circle, Brentwood, TN
3 rooms @ \$143.16 each = \$429.48 (GSA Rate)
******Halfway point between Washington DC and Hays County******

- Per diem per officer (based on Hays County Travel Policy)
breakfast @ \$7.00, lunch @ \$13.00, and dinner @ \$16.00, per officer, per day = \$36.00
\$36.00 per day x 9 days = \$324.00
\$324.00 X 5 Officers = \$1620.00
- Round-trip travel miles = 3092. Note: The County motorcycles will be transported via a county vehicle, and a Fuelman gas card will be used for fuel. Motorcycles will be transported in a 24' enclosed cargo trailer and will be kept secure at all locations. Fuel for the Motorcycles will also be needed for the services provided at the Memorial event.

PURPOSE OF THE TRIP

Honor the 222 Officers who lost their lives in the line of duty in 2023. To show support to each family member of the fallen officers. Our mission is to provide escorts for families to and from the above listed events beginning at the airport as they arrive.

The State of Texas lost 12 officers in 2023, including 1 from our neighboring city of Austin Texas. Jorge Pastore was killed in the line of duty on 11/11/2023. Our Hays County Motors, along with

Austin PD motors will take the lead on escorting his family along with many others during the event. This is not intended to be a vacation for any of us. We will work hard and tirelessly during our time in Washington to provided the families of these fallen officers with the support and honor they deserve.

← [Select a Different Room/Rate](#)

Complete your reservation

Reserve



Holiday Inn Express & Suites Nashville - Brentwood I-65

5566 Franklin Pike Circle, Brentwood, TN, United States

Dates

May 9-10, 2024
Check in 3 pm

Reservation

3 rooms, 5 adults

Room type


2 Queen Beds Standard

Rate

Government/Military Rate

By booking you agree to the [Terms and Conditions](#) and [Privacy Statement](#) and certify you are at least 18 years of age.

Book for 429.48 USD

 Free cancellation until May 8.

Already a member? [Sign In.](#)

☒ Yes, I'd like sign up for free to enjoy member benefits. [Terms and Conditions.](#)

☐ I am not interested at this time.

*Earn up to \$300 in IHG® statement credits**



Price for this stay: \$429.48

New Cardmember Statement Credit: -\$300.00

Total after Statement Credit: \$129.48

Plus 50,000 bonus points with our Premier Credit Card after spending \$1,000 on purchases in the first 3 months from account opening.

LEARN MORE

Feedback

*On qualifying purchases at IHG Hotels and Resorts in the first 12 months from account opening. Price for stay and statement credit may post on separate statements.

Guest Information

First Name

By booking you agree to the [Terms and Conditions](#) and [Privacy Statement](#) and certify you are at least 18 years of age.

☒ Free cancellation until May 8.

May 10 - May 16 3 rooms, 6 guests

MODIFY

Arrival Date	Fri, May 10th 2024
Nights	6 nights
Guests	1 adult
Rooms	1 room
Check-In	After 3:00 PM EDT
Check-Out	Before 12:00 PM EDT

DELUXE ROOM - 2 QUEEN BEDS \$1,349.64 USD

(1 Adult)	
Daily Rate Fri, May 10th	\$194.00 USD
Daily Rate Sat, May 11th	\$194.00 USD
Daily Rate Sun, May 12th	\$194.00 USD
Daily Rate Mon, May 13th	\$194.00 USD
Daily Rate Tue, May 14th	\$194.00 USD
Daily Rate Wed, May 15th	\$194.00 USD
Taxes	\$185.64 USD
Subtotal	\$1,349.64 USD
Additional Taxes	\$0.00 USD

Cancel by 12PM on 05/08/2024 to avoid \$224.94 penalty.
A deposit is not required

GRAND TOTAL \$1,349.64 USD

DUE TODAY \$0.00 USD

DUE AT HOTEL \$1,349.64 USD

OMNI SHOREHAM (HOST HOTEL)

2500 Calvert Street, NW, Washington, District of Columbia 20008

Phone: (202) 341-0300

More Contact Options

Check Rates

About Omni Hotel

View Location

Flag

Travel Agents

Careers

This website uses cookies and other tracking technologies to enhance user experience and to analyze performance and traffic on our website. We also share information about your use of our site with our social media, advertising and analytics partners. If we have detected an opt-out preference signal then it will be honored. Further information is available in our [Privacy Policy](#).

← [Select a Different Room/Rate](#)

Complete your reservation

Feedback



Holiday Inn Express & Suites Nashville - Brentwood I-65

5566 Franklin Pike Circle, Brentwood, TN, United States

Dates

May 16-17, 2024
Check in 3 pm

Reservation

3 rooms, 5 adults

Room type

2 Queen Beds Standard

Rate

Government/Military Rate

By booking you agree to the [Terms and Conditions](#) and [Privacy Statement](#) and certify you are at least 18 years of age.

Book for 429,48 USD

Free cancellation until May 15.

Already a member? [Sign In.](#)

☒ Yes, I'd like sign up for free to enjoy member benefits. [Terms and Conditions.](#)

☐ I am not interested at this time.

Earn up to \$300 in IHG® statement credits*



Price for this stay: \$429.48

New Cardmember Statement Credit: -\$300.00

Total after Statement Credit: \$129.48

Plus 50,000 bonus points with our Premier Credit Card after spending \$1,000 on purchases in the first 3 months from account opening.

LEARN MORE

NO
CO
BI
AC
ED
ED
ED
ED

*On qualifying purchases at IHG Hotels and Resorts in the first 12 months from account opening. Price for stay and statement credit may post on separate statements.

Guest Information

First Name

By booking you agree to the [Terms and Conditions](#) and [Privacy Statement](#) and certify you are at least 18 years of age.

☒ Free cancellation until May 15.

Chapter Name	Off First Name	Off Mid Name	Off Last Name	Off Suffix	Off Date Of Death	NICOM Status	FOP Status	Off Dept	Off Dept State
Alabama C.O.P.S.	Garrett	C.	Crumby		3/28/2023	A	A	Huntsville Police Department	AL
Alabama C.O.P.S.	Kimberly	D.	Roberts Sickerfoose		5/1/2023	A	A	Alabama Port Authority Police Department	AL
Alabama C.O.P.S.	Carlos	E.I.	Taylor		6/30/2023	A	A	Montgomery Police Department	AL
Arizona C.O.P.S.	Patrick	C.	Bauer		8/17/2023	A	A	Internal Revenue Service	AZ
Arizona C.O.P.S.	Freddy		Ortiz		11/14/2023	A	A	US Border Patrol	AZ
Arkansas C.O.P.S.	Jeff	D.	Hust		5/2/2017	A	A	Arkansas State Police	AR
Arkansas C.O.P.S.	James	M.	Leff		11/8/2023	A	A	Benton Police Department	AR
Arkansas C.O.P.S.	Vincent	A.	Parks		7/17/2022	A	A	Jonesboro Police Department	AR
Carolina C.O.P.S.	Matthew	L.	Hare		8/2/2023	A	A	Essex Police Department	SC
Carolina C.O.P.S.	Jacob	E.	Sartin		9/29/2023	A	A	Richland County Sheriff's Office	SC
Central CAL C.O.P.S.	Gonzalo		Carrasco Duenas		1/31/2023	A	A	Selma Police Department	CA
Central FL C.O.P.S.	Delberth	I.	Phillips	Jr.	7/4/2023	A	A	Virgin Islands Police Department	VI
Colorado C.O.P.S.	Julian	G.	Becerra		2/11/2023	A	A	Fortrain Police Department	CO
Colorado C.O.P.S.	Michael	A.	Morion		11/29/2023	A	A	Cortez Police Department	CO
Colorado C.O.P.S.	Trinity	L.	Reinhart		9/16/2023	A	A	U.S. Air Force, Security Forces Directorate	CO
Genesee Valley C.O.P.S.	Robert	M.	Burney		12/9/2023	A	A	New York State Police	NY
Genesee Valley C.O.P.S.	Christopher	J.	Garrow		6/12/2023	A	A	New York State Police	NY
Genesee Valley C.O.P.S.	Patrick	J.	Hogan		4/13/2023	A	A	New York State Police	NY
Georgia C.O.P.S.	Tyee	M.	Browne		7/5/2023	A	A	Chipp County Sheriff's Office	GA
Georgia C.O.P.S.	Robert	D.	Clark		10/1/2023	A	A	Georgia Department of Corrections	GA
Georgia C.O.P.S.	Marc	A.	McIntyre		12/29/2023	A	A	Spalding County Sheriff's Office	GA
Georgia C.O.P.S.	Robert	D.	Rodgers		8/29/2023	A	A	Wilcox County Sheriff's Office	GA
Georgia C.O.P.S.	Clarence	L.	Williams	II	1/28/2023	A	A	Cato Police Department	GA
Greater Houston TX C.O.P.S.	Joshua	L.	Clouse		5/11/2023	A	A	Cameron Police Department	TX
Greater Houston TX C.O.P.S.	Joylon	J.	Motley		11/13/2023	A	A	Texas Department of Criminal Justice	TX
Greater Houston TX C.O.P.S.	Jorge	I.	Pastore		11/1/2023	A	A	Austin Police Department	TX
Illinois C.O.P.S.	Bill	M.	Sapulu		8/8/2023	A	A	Honolulu Police Department	HI
Illinois C.O.P.S.	Todd	C.	Gillertich		5/7/2020	A	A	Chicago Police Department	IL
Illinois C.O.P.S.	Aleamch	M.	Preston		5/6/2023	A	A	Chicago Police Department	IL
Illinois C.O.P.S.	Andres	M.	Vasquez Lasso		3/1/2023	A	A	Chicago Police Department	IL
Indiana C.O.P.S.	James	R.	Bailey		3/3/2023	A	A	Indiana State Police	IN
Indiana C.O.P.S.	Shawn	A.	Burnell		10/18/2020	A	A	Punamville Correctional Facility	IN
Indiana C.O.P.S.	John	A.	Durn		7/10/2023	A	A	Morton County Sheriff's Office	IN
Indiana C.O.P.S.	Heather	J.	Glenn		7/3/2023	A	A	Tell City Police Department	IN
Indiana C.O.P.S.	Timothy	J.	Guyer		8/1/2023	A	A	Johnson County Sheriff's Office	IN
Indiana C.O.P.S.	Asson	A.	Hocker		3/2/2023	A	A	Vanderburgh County Sheriff's Office	IN
Indiana C.O.P.S.	Michael	R.	Keel		4/12/2023	A	A	Indiana Department of Corrections	IN
Indiana C.O.P.S.	Donald	M.	Neiswinger	Jr.	1/18/2022	A	A	Indiana Department of Corrections	IN
Indiana C.O.P.S.	Aaron	N.	Smith		6/28/2023	A	A	Indiana State Police	IN
Iowa C.O.P.S.	Kevin	M.	Cram		9/13/2023	A	A	Algona Police Department	IA
Kansas C.O.P.S.	Jonah		Oswald		8/7/2023	A	A	Fairway Police Department	KS

Chapler Name	Off First Name	Off Mid Name	Off Last Name	Off Suffix	Off Date Of Death	NLEOM/Status	FORStatus	Off Dept	Off Dept State
Kansas C.O.P.S.	Brian	G.	Rousseau		12/28/2021	A	A	North Newton Police Department	KS
Kentucky C.O.P.S.	Caleb	K.	Conley		5/22/2023	A	A	Scott County Sheriff's Office	KY
Kentucky C.O.P.S.	Cory	S.	Maynard		6/21/2023	A	A	West Virginia State Police	WV
Louisiana C.O.P.S.	Trevor	A.	Abney		4/9/2023	A	A	New Orleans Police Department	LA
Louisiana C.O.P.S.	Scotty	W.	Canezaro		3/26/2023	A	A	Baton Rouge Police Department	LA
Louisiana C.O.P.S.	Charles	F.	Dolson		1/24/2021	A	A	Baton Rouge Police Department	LA
Louisiana C.O.P.S.	Barry	P.	Giglio		7/31/2023	A	A	Ville Platte City Marshal's Office	LA
Louisiana C.O.P.S.	Michael	S.	Godawa		8/1/2021	A	A	Baton Rouge Police Department	LA
Louisiana C.O.P.S.	Shawn	K.	Kelly		6/2/2023	A	A	Danham Springs Police Department	LA
Louisiana C.O.P.S.	Carl	D.	Kimball		1/12/2023	A	A	St. Francisville Police Department	LA
Louisiana C.O.P.S.	Maylin	A.	Mayo		9/21/2023	A	A	St Tammany Parish Sheriff's Office	LA
Louisiana C.O.P.S.	Robert	W.	McKinney		8/5/2021	A	A	Livingston Parish Sheriff's Office	LA
Louisiana C.O.P.S.	Kyle	M.	Melanson		8/1/2020	A	A	Ascension Parish Sheriff's Office	LA
Louisiana C.O.P.S.	Nicholas	N.	Pepper		4/2/2023	A	A	Lafourche Parish Sheriff's Office	LA
Louisiana C.O.P.S.	David	J.	Poirier		3/26/2023	A	A	Baton Rouge Police Department	LA
Maryland C.O.P.S.	Scott	C.	McArdle		8/14/2022	A	A	Anne Arundel County Sheriff's Office	MD
Metro NY C.O.P.S.	William		Anthony	Jr.	3/1/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Anthony	B.	Ashe		11/4/2020	A	A	New York State Police	NY
Metro NY C.O.P.S.	Chanda	D.	Barnes		4/25/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Michael	E.	Barnes		6/19/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	William	P.	Brautigam	Jr.	1/31/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Mark	N.	Bressock		9/22/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Lawrence	J.	Bromm		2/13/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Eric		Callego		8/7/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Pedro	A.	Condic		4/15/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Robert	C.	Castori	Jr.	7/24/2023	A	A	U.S. Immigration & Customs Enforcement	DC
Metro NY C.O.P.S.	Thomas	P.	Compiello		12/16/2022	A	A	Suffolk County Police Department	NY
Metro NY C.O.P.S.	Donald	E.	Coscan	Jr.	5/17/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Timothy	E.	Coyne		8/12/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Stephen	A.	Darby		12/15/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Francisco	A.	DeCastro	Jr.	1/24/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Michael	A.	DeVecchis		1/16/2020	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Angel	F.	Esquerete		8/2/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	George		Flores		8/28/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Pedro	A.	Foruña	St.	8/25/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Anthony	J.	Garvey		5/20/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Francis	A.	Gaynor		1/18/2023	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Nicholas	A.	Georgiadis		4/28/2023	A	A	New York State Police	NY
Metro NY C.O.P.S.	James	A.	Geroghty		3/2/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Maureen		Gill-Donohue		12/7/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Ivan		Gonzalez		5/17/2022	A	A	New York City Police Department	NY

Chapter Name	Off First Name	Off Mid Name	Off Last Name	Off Suffix	Off Date Of Death	NLEOM/Status	FOR Status	Off Dept	Off Dept State
Metro NY C.O.P.S.	Thomas	J.	Graham		6/17/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Roland	A.	Gray		6/22/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Enli		Harnischfeger		5/6/2013	A	A	New York City Fire Department- Bureau of Fire Investigation	NY
Metro NY C.O.P.S.	Ronald	E.	Higgins		6/11/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Patrick	J.	Hogan		12/31/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Nicholas		Holovinsky		7/26/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	John		Horan		12/18/2020	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Michael	J.	Keams		6/8/2014	A	A	Nassau County Police Department	NY
Metro NY C.O.P.S.	William	J.	Keating		6/8/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	William	M.	Kelly		10/3/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Robert	J.	Kirwan		9/9/2023	A	A	Suffolk County Police Department	NY
Metro NY C.O.P.S.	David	J.	Lee		7/29/2022	A	A	Port Authority of New York and New Jersey	NY
Metro NY C.O.P.S.	Thomas	M.	Lilly		9/16/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Scott	G.	Lovendahl		9/14/2019	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	James	A.	Mastrocovo		7/28/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	John	F.	McArdle		2/22/2023	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	John	J.	McCauley		5/28/2022	A	A	New York City Fire Department- Bureau of Fire Investigation	NY
Metro NY C.O.P.S.	James	S.	McCormick		12/24/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Gregorio		Mcirdes		7/30/2016	A	A	New York City Fire Department- Bureau of Fire Investigation	NY
Metro NY C.O.P.S.	Steven	C.	Mostello		7/15/2011	A	A	New York City Fire Department- Bureau of Fire Investigation	NY
Metro NY C.O.P.S.	Robert		Mouradion		8/18/2020	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Alberto		Nieves		8/6/2019	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Nicholas	F.	Ortiz		4/5/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Troy	D.	Patterson		4/29/2023	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Marlin	M.	Podolski		3/9/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Michael	G.	Prettore		1/31/2023	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Andrew	L.	Quinian		4/6/2020	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Marcos		Quinones		2/7/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Frank	D.	Randall	Jr.	1/28/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Thomas	F.	Roche	Jr.	5/20/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Michael		Romano		1/16/2021	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Richard	L.	Ruiz		11/8/2023	A	A	Port Authority of New York and New Jersey	NY
Metro NY C.O.P.S.	John	C.	Ryan		5/9/2017	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Janelle		Sanders		9/11/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Karl	J.	Sedelnolt		5/22/2023	A	A	New York City Fire Department- Bureau of Fire Investigation	NY
Metro NY C.O.P.S.	Jordan		Silver		12/9/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Zachary		Slavin		6/14/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	Victor		Vargas		8/23/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	John	J.	Walker	III	5/8/2022	A	A	New York City Police Department	NY
Metro NY C.O.P.S.	James	L.	Ward		10/10/2021	A	A	New York City Police Department	NY
Metroplex TX C.O.P.S.	David	W.	Bosecker		7/21/2023	A	A	Eastland County Sheriff's Office	TX

Chapler Name	Off First Name	Off Mid Name	Off Last Name	Off Suffix	Off Date Of Death	NLEOMFStatus	FOPStatus	Off Dept	Off Dept State
Metroplex TX C.O.P.S.	Lorenzo		Bustos		7/29/2022	A	A	Smith County Sheriff's Office	TX
Metroplex TX C.O.P.S.	Stephen	L	Gibson		12/13/2023	A	A	Somervell County Sheriff's Office	TX
Metroplex TX C.O.P.S.	Jon	A	Jenson		10/28/2023	A	A	Fort Worth Police Department	TX
Metroplex TX C.O.P.S.	Jason	S	Jones		4/11/2023	A	A	Tarrant County Sheriff's Office	TX
Metroplex TX C.O.P.S.	Darlin	C	McMichael		9/21/2023	A	A	Arlington Police Department	TX
Michigan C.O.P.S.	Federick	C	Bowers	Jr.	3/13/2023	A	A	Detroit Police Department	MI
Michigan C.O.P.S.	David	E	Cook		11/1/2021	A	A	Kent County Sheriff's Office	MI
Michigan C.O.P.S.	Almondo		Green-Trovis		2/5/2012	A	A	Detroit Police Department	MI
Michigan C.O.P.S.	Daniel	A	Kammerzell		11/5/2022	A	A	Shelby Township Police Department	MI
Michigan C.O.P.S.	Isam	M	Gossm		9/28/2020	A	A	Detroit Police Department	MI
Middle and East TN C.O.P.S.	Tucker	C	Blackely		10/12/2023	A	A	Knox County Sheriff's Office	TN
Middle and East TN C.O.P.S.	William	J	Cherry		7/29/2023	A	A	Macon County Sheriff's Office	TN
Middle and East TN C.O.P.S.	Shannon	E	Lang	St.	9/17/2023	A	A	Marion County Sheriff's Office	TN
Middle and East TN C.O.P.S.	James	M	Russ		12/2/2023	A	A	Chattanooga Police Department	TN
Minnesota C.O.P.S.	Joshua	A	Owen		4/15/2023	A	A	Pope County Sheriff's Office	MIN
Minnesota C.O.P.S.	Jake	R	Waltn		7/14/2023	A	A	Fargo Police Department	ND
Missippi C.O.P.S.	Jeris	D	Davis		12/29/2020	A	A	Mississippi Bureau of Investigation	MS
Missippi C.O.P.S.	Horren	R	Tyler		6/1/2023	A	A	Madison Police Department	MS
Missouri C.O.P.S.	LB.		Fugate	III	6/16/2020	A	A	Cameron Police Department	MO
Missouri C.O.P.S.	Mason	E	Griffith		3/12/2023	A	A	Hermann Police Department	MO
Missouri C.O.P.S.	James	M	Muhbauer		2/15/2023	A	A	Kansas City Police Department	MO
Missouri C.O.P.S.	Jason	S	Pulliam		10/15/2021	A	A	Missouri Department of Corrections	MO
Missouri C.O.P.S.	Kelvy	B	Rolando		10/22/2023	A	A	Missouri Department of Corrections	MO
Nebraska C.O.P.S.	Kolby	L	Bober		8/17/2021	A	A	Lincoln Community Corrections Center	NE
Nebraska C.O.P.S.	Christopher	J	Marcello		7/27/2022	A	A	Grand Island Police Department	NE
New England C.O.P.S.	Jessica	M	Ebbighausen		7/17/2023	A	A	Rutland Police Department	VT
New England C.O.P.S.	Robert	C	Garten		9/6/2023	A	A	Hartford Police Department	CT
New England C.O.P.S.	Anthony	J	Pasquarello		12/8/2021	A	A	Essex County Sheriff's Office	MA
New England C.O.P.S.	Paul	J	Tracey		12/6/2023	A	A	Walham Police Department	MA
New Mexico C.O.P.S.	Anthony	D	Ferguson		7/16/2023	A	A	Alamogordo Police Department	NM
New Mexico C.O.P.S.	James	M	Sides		8/14/2023	A	A	Alamogordo Police Department	NM
New Mexico C.O.P.S.	Sammy	J	Trujillo		11/3/2021	A	A	Village of Toos Ski Valley	NM
NJ Garden State Survivors	William	J	Gawron	St.	5/4/2023	A	A	Sageville Police Department	NJ
NJ Garden State Survivors	Jacqueline	M	Montanaro		1/14/2023	A	A	U.S. Customs & Border Protection	DC
NJ Garden State Survivors	Robert	J	Shisler		5/7/2023	A	A	Deplford Police Department	NJ
NJ Garden State Survivors	Richard		Weber		5/1/2023	A	A	Newark Police Department	NJ
NJSP Survivors of the Triangle	Gerald	T	Barbato	St.	1/16/2023	A	A	New Jersey State Police	NJ
NJSP Survivors of the Triangle	Richard	E	Tesouro		10/12/2019	A	A	New Jersey State Police	NJ
North Carolina C.O.P.S.	Philip	D	Nlx		12/20/2023	A	A	Greensboro Police Department	NC
North Carolina C.O.P.S.	Auston	S	Reudelnuber		9/9/2023	A	A	Forsyth County Sheriff's Office	NC
North Carolina C.O.P.S.	Paul	S	Martin		12/6/2023	A	A	Mercer County Sheriff's Office	ND

Chopler Name	Off First Name	Off Mid Name	Off Last Name	Off Suffix	Off Date Of Death	NLEOM/Status	FOP/Status	Off Dept	Off Dept State
Northeast FL C.O.P.S.	Michael	P.	Kunovich		5/9/2023	A	A	Saint Johns County Sheriff's Office	FL
Northeast FL C.O.P.S.	Anthony	W.	Rickerson		6/11/2023	A	A	Jasper Police Department	FL
	William	J.	DeBlock		10/20/2020	A	A	New York State Police	NY
Northern CAL C.O.P.S.	Tuan	Q.	Le		12/29/2023	A	A	Oakland Police Department	CA
Northern CAL C.O.P.S.	Aubrey	H.	Phillips		2/12/2022	A	A	Alameda County Sheriff's Office	CA
Northern Nevada C.O.P.S.	Anthony	J.	Franccone		8/25/2023	A	A	Pyramid Lake Tribal Police Department	NV
Northwest FL C.O.P.S.	Jack	S.	Stewart		2/3/2021	A	A	Florida Department of Corrections	FL
Ohio C.O.P.S.	Terrance	N.	Bateman		1/15/2022	A	A	Franklin County Sheriff's Office	OH
Ohio C.O.P.S.	Anthony	E.	Cloyd		12/9/2021	A	A	University of Dayton, Department of Public Safety	OH
Ohio C.O.P.S.	Steven	P.	Giffin	II	11/2/2021	A	A	West Virginia Division of Probation Services	WV
Ohio C.O.P.S.	Joshua	I.	Hamilton		12/18/2023	A	A	Peeble County Sheriff's Office	OH
Ohio C.O.P.S.	Mark	U.	Heinl	I	11/28/2020	A	A	Saint Henry Police Department	OH
Ohio C.O.P.S.	Billy	J.	Inrig		10/28/2021	A	A	Franklin County Sheriff's Office	OH
Ohio C.O.P.S.	Gerald	F.	Lynch		10/3/2021	A	A	Mentor Police Department	OH
Ohio C.O.P.S.	Matthew	D.	Mitchell		12/29/2021	A	A	South Vienna Police Department	OH
Ohio C.O.P.S.	Timothy	J.	Unwin		3/31/2023	A	A	Springfield Township Police Department	OH
Ohio C.O.P.S.	Marcus	L.	Zeigler		5/24/2023	A	A	Hamilton County Sheriff's Office	OH
Oklahoma C.O.P.S.	Joseph	L.	Barlow		3/20/2023	A	A	McAlester Police Department	OK
Oklahoma C.O.P.S.	Jeremy	D.	McCain		3/20/2023	A	A	Oklahoma County Sheriff's Office	OK
Oklahoma C.O.P.S.	John	R.	Randolph	III	9/25/2023	A	A	Ringling Police Department	OK
Oregon C.O.P.S.	Joseph	W.	Johnson		4/15/2023	A	A	Nysa Police Department	OR
Oregon C.O.P.S.	Joel	J.	Miller		12/9/2021	A	A	Morton County Sheriff's Office	OR
Pennsylvania C.O.P.S.	Richard		Correio Mendez		10/12/2023	A	A	Philadelphia Police Department	PA
Pennsylvania C.O.P.S.	Christopher	D.	Fitzgerald		2/18/2023	A	A	Temple University	PA
Pennsylvania C.O.P.S.	Justin	C.	McIntire		1/2/2023	A	A	Brookridge Police Department	PA
Pennsylvania C.O.P.S.	Jacques	F.	Rougeau	Jr.	6/17/2023	A	A	Pennsylvania State Police	PA
Pennsylvania C.O.P.S.	Sean	L.	Slugarski		2/6/2023	A	A	McKeasport Police Department	PA
	Scott	D.	Ritchey		10/9/2021	A	A	U.S. Customs & Border Protection	PR
South FL C.O.P.S.	Charles	H.	Herring		2/9/2023	A	A	Pembroke Pines Police Department	FL
South FL C.O.P.S.	Paul		Schlipperdt		7/4/2022	A	A	Miami Police Department	FL
South TX C.O.P.S.	Steven	A.	Cornes		11/13/2022	A	A	Tom Green County District Attorney's Office	TX
South TX C.O.P.S.	Milton	G.	Rekendez		10/17/2023	A	A	San Benito Police Department	TX
Southern CAL C.O.P.S.	Danell		Colboun		1/13/2023	A	A	Riverside County Sheriff's Office	CA
Southern CAL C.O.P.S.	Ryan	M.	Clinkumcroomer		9/16/2023	A	A	Los Angeles County Sheriff's Office	CA
Southern CAL C.O.P.S.	Rodrigo		Delgado		9/8/2021	A	A	San Diego County Probation Department	CA
Southern CAL C.O.P.S.	Brett	M.	Harris		5/13/2023	A	A	Riverside County Sheriff's Office	CA
Southern CAL C.O.P.S.	Frank	H.	Murillo		2/8/2022	A	A	Los Angeles County Sheriff's Office	CA
Southern CAL C.O.P.S.	Ralph	E.	Serrano		1/18/2021	A	A	San Diego County Probation Department	CA
Southern CAL C.O.P.S.	Becky	V.	Strong		8/2/2021	A	A	Los Angeles Police Department	CA
Southern CAL C.O.P.S.	Chad	E.	Swanson		10/4/2023	A	A	Montebello Beach Police Department	CA
Southern Nevada C.O.P.S.	Michael	S.	Abbate		11/30/2023	A	A	Nevada Department of Public Safety	NV

Chapter Name	Off First Name	Off Mid Name	Off Last Name	Off Suffix	Off Date Of Death	NLEOMIS Status	FOP Status	Off Dept	Off Dept State
Southern Nevada C.O.P.S.	Alberto	E.	Felix		11/30/2023	A	A	Nevada Department of Public Safety	NV
Southern Nevada C.O.P.S.	Clifford	V.	Fontaine		11/27/2021	A	A	Nevada Highway Patrol	NV
Southern Nevada C.O.P.S.	Victor	A.	Hunter		9/16/2011	A	A	Las Vegas Metropolitan Police Department	NV
	Edward	T.	Kilik		4/4/2021	A	A	New York State Police	NV
	Christopher	P.	Rock		12/3/2023	A	A	New York State Police	NV
Virginia C.O.P.S.	Joseph	E.	Carey	Sr.	12/16/2022	A	A	Brodnax Police Department	VA
Virginia C.O.P.S.	John	J.	Hess		8/4/2023	A	A	Federal Bureau of Investigation	DC
Virginia C.O.P.S.	Mark	C.	Wagner	II	6/16/2023	A	A	Wintgreen Police Department	VA
West TN C.O.P.S.	Christopher	B.	Cummings		12/10/2023	A	A	Samburg Police Department	TN
West TN C.O.P.S.	Geoffrey	B.	Redd		2/18/2023	A	A	Memphis Police Department	TN
West TX C.O.P.S.	Santos		Perez		12/2/2022	A	A	El Paso Police Department	TX
Western NY C.O.P.S.	Lawrence	W.	Lakeman		8/24/2007	A	A	New York State Police	NY
Western NY C.O.P.S.	Scott	C.	Norcutt		6/20/2023	A	A	New York State Police	NY
Wisconsin C.O.P.S.	Emily	A.	Breidenbach		4/8/2023	A	A	Chetek Police Department	WI
Wisconsin C.O.P.S.	Peter	EC.	Jerving		2/7/2023	A	A	Milwaukee Police Department	WI
Wisconsin C.O.P.S.	Katlin	R.	Leising		5/6/2023	A	A	St Croix County Sheriff's Office	WI
Wisconsin C.O.P.S.	Hunter	T.	Scheel		4/8/2023	A	A	Cameron Police Department	WI

NATIONAL POLICE WEEK 2024

CEREMONIAL MOTOR ESCORTS SCHEDULE



Times listed on this schedule are tentative and subject to change as plans are developed. Any agency that would like to have motors considered for inclusion should fill out the information form via the link on the C.O.P.S. website. It will be sent to Lt. Charlie Neal with the Arlington County Police Department for review.

Saturday, May 11th // Airport Escorts

Survivors will be arriving into the Ronald Reagan (DCA) National Airport on this day. Survivors are transported from the airport to official C.O.P.S. hotels by bus. Motor escorts are provided from the airport to the survivor's respective hotels.

8:00 a.m.	Briefing for all involved motor escorts
9:00 a.m. - 6:00 p.m.	Motor escorts to official C.O.P.S. hotels

Sunday, May 12th // Airport Escorts

Survivors will be arriving into the Ronald Reagan (DCA) National Airport on this day. Survivors are transported from the airport to official C.O.P.S. hotels by bus. Motor escorts are provided from the airport to the survivor's respective hotels.

8:00 a.m.	Briefing for all involved motor escorts
9:00 a.m. - 6:00 p.m.	Motor escorts to official C.O.P.S. hotels

Monday, May 13th // Candlelight Vigil Escorts

Survivors will be transported by bus from official C.O.P.S. hotels to the National Mall for the Candlelight Vigil presented by the National Law Enforcement Officers Memorial Fund.

2:00 p.m.	Motors begin to assemble
3:00 p.m.	Briefing for all involved motor escorts
4:00 p.m.	Motor escorts to the National Mall begin

Tuesday, May 14th // C.O.P.S. Kids/Teens Escorts

Survivors will be transported by bus from the Washington Hilton to the FBI Academy.

7:30 a.m.	Motors begin to assemble
8:15 a.m.	Briefing for all involved motor escorts
8:45 a.m.	Motor escort to the FBI Academy

Wednesday, May 15th // Memorial Service Escorts

Survivors will be transported by bus from official C.O.P.S. hotels to the U.S. Capitol for the National Peace Officers' Memorial Service presented by the Fraternal Order of Police and its Auxiliary.

6:30 a.m.	Motors begin to assemble
7:00 a.m.	Briefing for all involved motor escorts
7:30 a.m.	Motor escorts to the U.S. Capitol

If you require a hotel room, one can be reserved through the motors room block at the DoubleTree Crystal City in Arlington, VA by clicking the link below:

<https://book.passkey.com/go/HonorEscorts2024>

If you have questions about any of this information, please contact Lieutenant Charlie Neal with the Arlington County Police Department.

Lt. Charlie Neal

Arlington County Police Department
Chneal@arlingtonva.us



AGENDA ITEM REQUEST FORM: **L. 1.**

Hays County Commissioners Court

Date: 04/09/2024

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: 04/09/2024

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 (Parcel 15/15E1/15E2) in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 04/09/2024

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 to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire: (1) fee simple title in and to approximately 0.108 acre (Parcel 2), and (2) utility easement interest in and across approximately 0.013 acres (Parcel 2E), owned by Lena Marie Ormand, individually, and Lena Marie Ormand and William C. Ormand as Co-trustees of the William C. Ormand Trust and the Rhonda Ormand McGaugh Trust, and which are required for the construction, reconstruction, maintaining and operating the Hillside Terrace roadway improvements and related utility adjustments, and take other appropriate action. Possible discussion and/or action to follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 04/09/2024

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 to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple title in and to approximately 0.039 acre (Parcel 6) owned by Rhonda G. Ormand McGaugh aka Ronda Gail McGaugh, and which are required for the construction, reconstruction, maintaining and operating the Hillside Terrace roadway improvements and related utility adjustments, and take other appropriate action. Possible discussion and/or action to follow in open court. **COHEN**

Summary



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

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

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

Summary



AGENDA ITEM REQUEST FORM: L. 6.

Hays County Commissioners Court

Date: 04/09/2024

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Husky. Possible discussion and/or action may follow in open court. **COHEN**

Summary
