

**Commissioners Court -- APRIL 23, 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 23, 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. Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**
2. Adopt a Proclamation recognizing April 28 - May 5, 2024 as Soil & Water Stewardship Week. **INGALSBE**
3. Adopt a Proclamation recognizing Animal Cruelty Month and National Animal Control Officer Appreciation Week. **BECERRA**
4. Adopt a Proclamation recognizing May 2024 as National Preservation Month. **INGALSBE**
5. Presentation by the Homeless Coalition of Hays County regarding the results of the 2024 Point in Time (PIT) Count. **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 the payment of the April 30, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective April 30, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

5. Approve Commissioners Court Minutes of April 9, 2024. **BECERRA/CARDENAS**
6. Approve and confirm the appointment of Gary Bottoms as a regular full-time Deputy Constable in the Hays County Constable's Precinct 5 Office. **SMITH**
7. Accept donations totaling \$3,435.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**
8. Approve the Mermaid Capital of Texas Fest & Downtown Street Faire event to be held on September 28, 2024 on the courthouse grounds that shall include commercial vendors and is sponsored by the Mermaid Society of San Marcos. **BECERRA**
9. Authorize the County Judge to execute the annual renewal agreement between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985.00 for the annual maintenance and inspections of all Hays County septic systems. **SHELL/T.CRUMLEY**
10. Authorize Building Maintenance to have Security One update the fire alarm system located at 2171 Yarrington with a wireless communicator and authorize the County Judge to execute the monitoring agreement, and authorize a waiver to the purchasing policy. **INGALSBE/T.CRUMLEY**
11. Authorize Building Maintenance to have the front monument sign at the Health Department replaced by A&E Signs and Graphics in the amount of \$750.00 and amend the budget accordingly. **INGALSBE/COHEN/T.CRUMLEY**
12. Authorize Building Maintenance to procure Rick's Lock & Key Services, Inc. to replace the core and lock on ten (10) doors at the Theron building in the amount of \$2,390.00; authorize a waiver to the purchasing policy requiring three quotes and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
13. Authorize the County Judge to execute a Security One work order in the amount of \$4,505.28 to install a 16 Channel DVR recorder and replace 7 cameras at the Health Department, authorize a waiver to the purchasing policy, and amend the budget accordingly. **INGALSBE/COHEN/T.CRUMLEY**
14. Authorize the County Judge to approve a proposal from Wolfvalley Buildings in the amount of \$49,179.86 for a portable office space for the Parks Department at Jacob's Well Natural Area; and authorize the required 50% deposit to be remitted as required per the proposal terms. **SHELL/T.CRUMLEY**
15. Authorize out of state travel on April 29th through May 1st, 2024 for Matthew Gonzales, Health Department Manager and Austin Baier, Community Outreach Specialist, for the inspection and acceptance of the mobile vaccine van in Sunbury, Ohio at Gerling and Associates and amend the budget accordingly. **COHEN/INGALSBE/T.CRUMLEY**
16. Authorize the Historical Commission to provide lunch for the San Marcos High School Advancement Via Individual Determination (AVID) Group and amend the budget accordingly. **BECERRA/COKER**
17. Authorize the execution of quotes with Axon Enterprise, Inc. related to the Fleet in-car camera system and Body Worn camera program for the Constable Pct. 2 Office and amend the budget accordingly. **COHEN/TORRES**
18. Authorize the Information Technology office to utilize \$2,519.78 in insurance proceeds related to vehicle repairs and amend the budget accordingly. **BECERRA/McGILL**
19. Authorize the submission of a grant application to the Texas Parks and Wildlife Department, Bird Conservation Grant Project in the amount of \$5,000.00. **SHELL/T.CRUMLEY**
20. Authorize the acceptance of a budget amendment to the Office of the Governor, State Homeland Security Grant Program, Urban Area Security Initiative, CERT Enhancement Project and amend the budget accordingly. **BECERRA/CRUMLEY/JONES**
21. Authorize the acceptance of a no-cost extension, Amendment #3 to the Department of State Health Services (DSHS) COVID-19 Health Disparities grant contract. **INGALSBE/CRUMLEY**

22. Authorize the submission of a grant application to the Department of Justice, Connect and Protect, Law Enforcement Behavioral Health Response Program in the amount of \$62,250.00 with a county cash match of \$16,598.00. **INGALSBE/T.CRUMLEY**
23. Authorize the submission of a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Outpatient Therapy grant program in the amount of \$402,913.00. **BECERRA/CRUMLEY/BROWN**
24. Approve out-of-state travel for Deputy Roland Vargas-Trejo to attend the Explosive Handlers and Breaching course in Byhalia, MS, from June 10 to 14, 2024. **INGALSBE/CUTLER**
25. Authorize the Sheriff's Office to utilize \$3,360.75 in insurance proceeds related to vehicle repairs and amend the budget accordingly. **INGALSBE/CUTLER**
26. Approve a \$45.00 monthly cell phone allowance for the Office of Professional Responsibility Inspector slot number 0474-001 effective 4/16/2024 and amend the budget accordingly. **INGALSBE/CUTLER**
27. Ratify the extension of a rental agreement with Herc Rentals for three fuel tanks for the Sheriff's Office and authorize payment for final invoicing. **SMITH/CUTLER**
28. Authorize the execution of a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for The Katy, City of Elgin, Bastrop County, Texas. **BECERRA**
29. Discussion and possible action to authorize the Hays County Judge to procure a credit card for an amount not to exceed \$5,000.00 from the county depository bank. **BECERRA**
30. Accept the Fiscal Year 2023 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the execution of Change Order No. 6 in the amount of (\$156,391.16) to the construction contract between Hays County and Aaron Concrete Contractors, LLC for the Darden Hill at Sawyer Ranch Roundabout (IFB 2023-B11) project as part of the Hays County Road Bond Program in Precinct 4. **SMITH/BORCHERDING**
2. Discussion and possible action to authorize the execution of Change Order No. 9 in the amount of \$198,965.70 to the construction contract between Hays County and Jordan Foster Construction, LLC for the Dacy Lane (IFB 2021-B02) project as part of the Hays County Road Bond Program in Precincts 1 and 2 and amend the budget accordingly. **COHEN/INGALSBE/BORCHERDING**
3. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$39,600.00 to the Professional Services Agreement for right-of-way acquisition services between Hays County and LJA Engineering, Inc. for the Hillside Terrace Safety Improvements (IH 35 to FM 2001) project in Precinct 2, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **COHEN/BORCHERDING**
4. Hold a public hearing with possible action 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. Hold a public hearing with possible action to establish a 4-way stop on Summit Drive at Bluebonnet Way within Green Pastures Subdivision. **INGALSBE/BORCHERDING**
6. Discussion and possible action to accept the Performance Bond No. 100251164 in the amount of \$1,132,039.07 for road pavement improvements in the Addie's Point Subdivision. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2446-PC; Call for a Public Hearing on May 7th, 2024, followed by discussion and possible action regarding Hurlbut Ranch West, Tract 20B, Replat. **SHELL/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Riparius Foundation and amend the budget accordingly. **INGALSBE**
2. Discussion and possible action to appoint Commissioner Walt Smith to the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board. **INGALSBE**
3. Discussion and possible action to authorize the County Courts at Law to provide consumable items, graduation robes and decor for the Mental Health Court Spring Commencement Ceremony and amend the budget accordingly. **COHEN/BROWN**
4. Discussion and possible action to authorize the acceptance of a grant award from the Capital Area Council of Governments, Solid Waste Grant Program in the amount of \$15,098.00 and amend the budget accordingly. **INGALSBE/CRUMLEY**
5. Discussion and Possible action to authorize the Sheriff's Office to utilize Bluebonnet Motors, Inc. for vehicle repairs, and authorize a discretionary exemption pursuant to 262.024 (a)(11) vehicle and equipment repairs. **INGALSBE/HUNT/CUTLER**
6. Discussion and possible action to execute a service order with Astound Business Solutions related to fiber and data services for the building located at 1303 Uhland Rd, San Marcos; and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch.262.024(a)(7)(D). **BECERRA/McGILL**
7. Discussion and possible action to authorize the County Judge to execute a Request For Service (RFS) Authorization Form with Tyler New World related to a custom interface for the new Timekeeping System and amend the budget accordingly. **BECERRA/DORSETT**
8. Discussion and possible action to establish the Judicial Services Department as the Hays County Personal Bond Office pursuant to the Texas Code of Criminal Procedures Art. 17.42, and establish a fee schedule pursuant to the Texas Code of Criminal Procedures Art. 17.44, and 17.441 effective June 1, 2024. **BECERRA/SIERRA**
9. Discussion and possible action to pre-qualify the respondents related to RFP 2024-P03 Countywide Project Management Services to establish a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County. **BECERRA/INGALSBE/HUNT**
10. Discussion and possible action to approve the county animal ordinance. **BECERRA**

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 real property located east of I-35 in Precinct 1. Possible discussion and/or action may follow in open court. **BECERRA**

3. Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Peanut Butter, Project Snapdragon and Project Husky. Possible discussion and/or action may follow in open court. **BECERRA**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Cotton Gin Road in Precinct 1 (Parcels 19, 20, and 21). Possible discussion and/or action may follow in open court. **INGALSBE**
5. Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Colt. Possible discussion and/or action may follow in open court. **SMITH**

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 19th 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: 04/23/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item

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

Summary

Presentation of Hays County Employee Service and Retirement Awards

Attachments

April Service and Retirement Awards

April 2024 Service and Retirement Awards

Name	Department	Years
AMAYA, JESSE P III	Transportation	15
WATKINS, RYAN D	Sheriff's Office	15
COZAD, PRINCESS	District Attorney's Office	10
FULLER, CHASE	Sheriff's Office	10
MCLEOD, ADAM	Sheriff's Office	10
TERREO, TRAVIS	Sheriff's Office	10
BARTZ, TALON	Parks Department	5
GARCIA, DAVID E	County Court at Law 2	5
PERKINS, SHELLY	County Clerk's Office	5
WENZEL, EHRAN	Constable Pct 2 Office	1
AUSTIN, HARMONY	County Clerk's Office	1
HINDERS, ERICA	Elections Office	1
KNISLEY, MADISON	Sheriff's Office	1
NEAL, TYVESTER	Constable Pct 1 Office	1
RODRIGUEZ, ALBERTO	Constable Pct 1 Office	1
SAMPSON, MARY	Elections Office	1
WILHELM, AMANDA	District Attorney's Office	1
HEPWORTH EVANS, CYNTHIA	Sheriff's Office	1
CORDOVA, KEITH	Sheriff's Office	1
GWIN, AARON	Sheriff's Office	1
OATIS, TAYLOR	Juvenile Detention Center	1
DELGADO, TAMMY	Tax Assessor Collector's Office	1
Retirees		
GONZALES, RYAN	Sheriff's Office	
SPIRE, BRENDA	Sheriff's Office	



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing April 28 - May 5, 2024 as Soil & Water Stewardship Week. **INGALSBE**

Summary

Please refer to attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING APRIL 28 - MAY 5, 2024
AS SOIL & WATER STEWARDSHIP WEEK**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, fertile soil and clean water provide us with our daily sustenance; and

WHEREAS, effective conservation practices have helped provide us a rich standard of living; and

WHEREAS, our security depends upon healthy soil and clean water; and

WHEREAS, stewardship calls for each person to help conserve these precious resources.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim
April 28 – May 5, 2024 as:

“SOIL & WATER STEWARDSHIP WEEK”

ADOPTED THIS THE 23rd 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: 04/23/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing Animal Cruelty Month and National Animal Control Officer Appreciation Week.
BECERRA

Summary

See attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING APRIL 2024 AS
PREVENTION OF ANIMAL CRUELTY MONTH &
NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK**

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

WHEREAS, April marks Prevention of Cruelty to Animals Month, a nationwide observance dedicated to raising awareness about the mistreatment of animals and finding ways to combat animal cruelty; and

WHEREAS, National Animal Control Appreciation Week is celebrated every year on the second full week of April; and

WHEREAS, this is a week when communities are encouraged to learn about what the job of animal control really entails and to be grateful for those who do them; and

WHEREAS, this week of appreciation is designed to give recognition to the hard-working men and women of Animal Care and Control who work tirelessly to help reunite lost pets with their owners, seek justice in cases of abused, neglected, and abandoned animals, conduct humane investigations, and bring helpless animals to safety while they serve the public like other public safety and law enforcement agencies empowered with the same duties; and

WHEREAS, Animal Care and Control personnel risk their personal safety to protect the welfare of helpless animals and pets that are rescued from abandonment, injury, disease, abuse, and starvation; and

WHEREAS, Animal Care and Control personnel provide the essential community functions of enforcing Animal Control laws, protecting the public from diseases such as rabies and educating the public regarding city codes, animal care/safety requirements and educating the public on the proper care of the community’s pets;

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

Prevention of Animal Cruelty Month & Animal Control Officer Appreciation Week

And invite you to join them in protecting animals, thanking these hard-working individuals, and honoring our dedicated Animal Care and Control employees.

ADOPTED THIS THE 23rd 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: 04/23/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing May 2024 as National Preservation Month. **INGALSBE**

Summary

Please refer to attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING MAY 2024 AS
NATIONAL PRESERVATION MONTH**

WHEREAS, on June 8, 1906, President Theodore Roosevelt signed into law the Antiquities Act giving the U.S. President the authority to create national monuments from public lands to protect significant natural, cultural or scientific features; and

WHEREAS, on October 15, 1966, the National Historic Preservation Act, the most far-reaching preservation legislation ever enacted in the United States, was signed into law by President Lyndon B. Johnson. This legislation established the National Register of Historic Places and state historic preservation offices; and

WHEREAS, the National Trust for Historic Preservation established May as National Historic Preservation Month in 1973 to promote historic places of which Hays County has four Nationally Registered Historic Districts, 59 Recorded Texas Historic Landmarks, Eight State Antiquities Landmarks, 23 Texas Historic Cemeteries, and seven San Marcos Historic Districts; and

WHEREAS, in the telling the story of all of Hays County we have been blessed with an abundance of museums serving as a repository of a bold and diverse history including the Claiborne-Kyle House, in Dripping Springs, the Pound Family Farm, the Kyle Railroad Depot and Heritage Center, the Wimberley Winter House Museum, the Wimberley Institute of Cultures and Wimberley Valley Museum, the Cowboy Museum at the 7A Ranch; and

WHEREAS, in a collaborative effort to foster a love of history the seven museums in San Marcos are celebrating the First Annual San Marcos Museum Week April 29th through May 5th. These museums, mostly run by volunteers, include the Hays County Museum, the Commemorative Airforce Museum, the Lyndon Baines Johnson Museum, the Wittliff Collections, Centro Cultural de Hispano de San Marcos and the African American Museum at the Calaboose and the Charles S. Cock House Museum with the Merriman Cabin; and

WHEREAS, historic preservation is relevant across our county both in urban and rural areas under the guidance of Hays County municipalities demonstrated by the Historic Preservation Commissions in San Marcos, Buda, Dripping Springs, and Wimberley along with other governmental departments such as San Marcos Destination Services, Buda and San Marcos' Main Street programs and the Hays County Historical Commission; and

WHEREAS, demonstrating the importance to celebrate the role of history in our lives by honoring ancestors in Hays County lineage organizations such as the Captain Thomas Moore Daughters of the American Revolution, Jacobs Well Chapter of the Daughters of the American Revolution, Sarah Pound Chapter of the Daughters of the American Revolution, Sons of the American Revolution, the Moon-McGehee Chapter of the Daughters of the Republic of Texas, Texas Society of the Sons of the Republic of Texas, Comal Springs National Society of Colonial Dames and the Wimberley Valley Genealogical Society; and

WHEREAS, the numerous nonprofits in Hays County that through their efforts teach generations, young and old, the importance of the past by fostering a sense of one's heritage and one's place in it. Nonprofits such as Preservation Associates, Heritage Association of San Marcos, Preservation Texas, Council for Tejano and Indigenous Cultures, Dunbar Association of San Marcos, Indigenous Cultures Institute, the Meadows Center, Dripping Springs Founders Day Association, San Marcos Juneteenth Foundation, and the Driftwood Historical Conservation Society; and

WHEREAS, the National Trust for Historic Preservation, by establishing May as National Historic Preservation Month Hays County, is honored to promote historic places for the purpose of instilling national and community pride, promote heritage tourism, show the social and economic benefits of historic preservation, and celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize the significance of May 2024 as:

NATIONAL PRESERVATION MONTH

and the historical contributions hundreds of Hays County citizens working tirelessly to tell the history of all of Hays County, Texas.

ADOPTED THIS THE 23RD DAY OF APRIL 2024

Ruben Becerra, Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Agenda Item

Presentation by the Homeless Coalition of Hays County regarding the results of the 2024 Point in Time (PIT) Count.
INGALSBE

Summary

The HCHC Mission: Uniting to find and close housing and supportive service gaps in our Hays County communities through communication, cooperation, coordination, and collaboration.

The Hays County Homeless Coalition, as a member of The Balance of State Continuum of Care led by Texas Homeless Network, facilitated the annual PIT Count for Hays County on January 25.

The Point in Time (PIT) Count is held statewide to collect data about our temporarily sheltered and unsheltered neighbors. This data is then used to advocate for local and federal funding for community resources and understand trends of homelessness.



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

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the April 30, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective April 30, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary



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

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of April 9, 2024. **BECERRA/CARDENAS**

Summary

Attachments

4/9/2024 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES



APRIL 9, 2024

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 9th DAY OF APRIL A.D., 2024, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
DILLON GERALD	DEPUTY COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
<https://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. Commissioner Ingalsbe gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Rodrigo Amaya made a public comment concerning law enforcement. Dan Lyon made a public comment concerning county debt and disbursements. Steven Flournoy made a public comment against jail-based competency restoration. Elle Cross made a public comment against jail-based competency restoration.

Clerk's Note: Commissioner Smith arrived at 9:14 a.m. for the following proceedings:

Sam Benavides made a public comment against jail-based competency restoration. Zachariyah Al-Natoor made a public comment against jail-based competency restoration.

40214 Adopt a Proclamation recognizing the historical significance of The Alba Ranch of Dripping Springs.

Gina Alba-Rogers spoke about members of the Alba Family and their contributions to the community, as well as the importance of preserving history. Commissioner Smith spoke about Santos Alba and his contributions to Dripping Springs. Linda Coker, Chair of the Hays County Historical Commission, spoke about upcoming exhibits and events.

A motion was made by Judge Becerra, seconded by Commissioner Smith to adopt a Proclamation recognizing the historical significance of The Alba Ranch of Dripping Springs.

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

5 - 0 Passed - Unanimously

40215 Adopt a Proclamation recognizing April 2023 as National Donate Life Month in Hays County.

Lemuel Bradshaw, Communications Director for United Tissue Resources and representative for Donate Life Texas, thanked the court for the recognition and spoke about the importance of organ donation. He reported there has been a 7% increase in organ donors in Hays County in the last year, and 32 families and individuals agreed to tissue donation in 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 2023 as National Donate Life Month in Hays County.

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

5 - 0 Passed - Unanimously



40216 Adopt a Proclamation recognizing April 2024 as Sexual Assault Awareness & Prevention Month.

Melissa Rodriguez, Executive Director of the Hays-Caldwell Women's Center, spoke about the Bobcat Reach program and the Sexual Assault Response Team.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 2024 as Sexual Assault Awareness & Prevention Month.

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

5 - 0 Passed - Unanimously

40217 Adopt a Proclamation recognizing April 2024 as Child Abuse Prevention and Awareness Month.

Kyle Benacquisto, Casework Coordinator for CASA Central Texas, spoke about the organization's work and thanked the court for their support. Daphne Tenorio, Hays County Treasurer, spoke about her family's experience with fostering and adopting children. Commissioner Smith recognized the Hays-Caldwell Women's Center, CASA, and the Hays County departments that work with them.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 2024 as Child Abuse Prevention and Awareness Month.

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

5 - 0 Passed - Unanimously

40218 Adopt a Proclamation recognizing April 14th - 20th, 2024, as National Telecommunicators Week.

Gary Cutler, Hays County Sheriff, and Megan Jones, Emergency Communications Manager, spoke about the work and dedication of Hays County's 9-1-1 dispatchers.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing April 14th - 20th, 2024, as National Telecommunicators Week.

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

5 - 0 Passed - Unanimously

Presentation by representatives of Aaron Concrete Contractors, LLC regarding work zone and construction area awareness and safety.

Victor Vargas, HNTB, stated April 15-19 is National Work Zone Awareness Week. Edward Brooks, Aaron Concrete Contractors, spoke about work zone accidents and how they can be avoided. Judge Becerra, Commissioner Smith, and Commissioner Shell spoke about the dangers that workers on the road face and the importance of safe driving. Rodrigo Amaya made a public comment concerning reporting roadway issues.

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.

Carina Pinales, Executive Director of the Riparius Foundation, spoke about the needs of local small businesses and resources available to them through the Riparius Foundation. Commissioner Ingalsbe spoke about possibly contributing American Rescue Plan Act (ARPA) funds to the foundation. Pinales spoke about the foundation's needs, including equipment and work space. Commissioner Smith suggested reaching out to chambers of commerce in Hays County to help the program's sustainability.

40219 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

**40220 Approve the payment of Juror checks.**

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

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

5 - 0 Passed - Unanimously

40221 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 Smith 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

40222 Approve Commissioners Court Minutes of March 26, 2024.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve Commissioners Court Minutes of March 26, 2024.

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

5 - 0 Passed - Unanimously

40223 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.

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

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

5 - 0 Passed - Unanimously

40224 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.

Rodrigo Amaya made a public comment concerning the window repairs and the cost of the item. Commissioner Ingalsbe asked if the third party will be responsible for the cost of the damage. Tammy Crumley, Director of Countywide Operations, stated no contract was signed with the third party, and Red River Restorations was chosen because they specialize in historical glass.

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

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

5 - 0 Passed - Unanimously

40225 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.

Rodrigo Amaya made a public comment against the item. Tammy Crumley, Director of Countywide Operations, and Stephanie Hunt, Purchasing Agent, explained the work being done in the offices.



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

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

5 - 0 Passed - Unanimously

40226 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.

Rodrigo Amaya made a public comment asking for clarification on language in the item back up. Tammy Crumley, Director of Countywide Operations, explained the panel malfunctions and needs to be replaced.

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

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

5 - 0 Passed - Unanimously

40227 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.

Rodrigo Amaya made a public comment concerning the need for cameras. Dan Lyon made a public comment against the cost of the item and the warranty policy. Judge Becerra explained the need for the security cameras and increased election safety. Commissioner Smith noted state law requires cameras for ballot security.

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

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

5 - 0 Passed - Unanimously

40228 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.

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

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

5 - 0 Passed - Unanimously

40229 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.

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

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

5 - 0 Passed - Unanimously



40230 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.

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

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

5 - 0 Passed - Unanimously

40231 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.

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

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

5 - 0 Passed - Unanimously

40232 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.

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

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

5 - 0 Passed - Unanimously

40233 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.

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

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

5 - 0 Passed - Unanimously

40234 Approve out-of-state travel for Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 22-25, 2024 in Miami, Florida.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve out-of-state travel for Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 22-25, 2024 in Miami, Florida.

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

5 - 0 Passed - Unanimously

40235 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.

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

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

5 - 0 Passed - Unanimously



40236 Authorize an amendment using existing funds of \$12,643.00 for air conditioning repairs for the Sheriff's Office Training Academy.

Rodrigo Amaya made a public comment against the item's cost and warranty. Commissioner Shell noted air conditioning warranties are typically only 1 year.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize an amendment using existing funds of \$12,643.00 for air conditioning repairs for the Sheriff's Office Training Academy.

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

5 - 0 Passed - Unanimously

40237 Authorize a waiver to the purchasing policy for the Sheriff's Office to purchase a \$1,300.00 Annual Service Agreement with Valorence, LLC.

Stephanie Hunt, Purchasing Agent, stated this is the renewal of the warranty for the poll camera system.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize a waiver to the purchasing policy for the Sheriff's Office to purchase a \$1,300.00 Annual Service Agreement with Valorence, LLC.

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

5 - 0 Passed - Unanimously

40238 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.

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

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

5 - 0 Passed - Unanimously

40239 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.

Dan Lyon made a public comment against the item. Commissioner Shell stated this extends an agreement from 2020.

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

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

5 - 0 Passed - Unanimously

40240 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).

Commissioner Shell clarified this agreement is for the City of Wimberley, not the City of Dripping Springs. Dan Lyon made a public comment against the item and asked for a delay in voting on it. Commissioner Shell stated this amendment includes requested edits from Texas State University.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to 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 Wimberley, 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).

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

5 - 0 Passed - Unanimously

40241 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.

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

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

5 - 0 Passed - Unanimously

40242 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.

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

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

5 - 0 Passed - Unanimously

40243 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.

Rachel Rodriguez, owner of Triple Elevation Custom Creations and host of BTX Small Business Market, spoke about expanding this event to San Marcos. Commissioner Smith expressed concerns over hosting a for-profit business event on the courthouse grounds. Rodriguez explained a portion of the profit goes back toward event operations.

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

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

NAY: Commissioner Smith

4 - 1 Passed

40244 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

40245 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.



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

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

5 - 0 Passed - Unanimously

40246 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen 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.

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

5 - 0 Passed - Unanimously

40247 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).

Commissioner Smith explained the additional cost is due to a lack of materials and the reconfiguration of a property.

A motion was made by Commissioner Smith, seconded by Commissioner Shell 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).

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

5 - 0 Passed - Unanimously

40248 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.

Judge Becerra opened the Public Hearing at 11:31 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:31 a.m. Commissioner Cohen stated this will improve safety around the school.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe 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

40249 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.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe 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.

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

5 - 0 Passed - Unanimously



40250 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen 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.

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

5 - 0 Passed - Unanimously

40251 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.

Marcus Pacheco, Director of Development Services, gave background on the property, stated the applicant is requesting a variance for a flag lot, and staff recommends approval of the plat if the variance is granted by the court.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to grant a variance from Chapter 721 § 5.05(B) of the Hays County Development Regulations and approve the final plat of The Cliffs of Onion Creek, Lot 1, Replat (PLN-2413-PC).

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

5 - 0 Passed - Unanimously

40252 PLN-2441-NP; Discussion and possible action regarding the Shelton Ranch Subdivision, Final Plat.

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

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the Shelton Ranch Subdivision, Final Plat (PLN-2441-NP).

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

5 - 0 Passed - Unanimously

40253 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.

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

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the Freedom at Anthem Phase 1A, 2 and 3, Final Plat (PLN-2347-NP) and accept fiscal surety for street and drainage improvements in the amount of \$8,983,610.22.

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

5 - 0 Passed - Unanimously

40254 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.

Brett Littlejohn, Juvenile Facility Administrator, stated this would end the current equipment rental agreement and would result in net savings. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, reviewed agreement edits and requested the court approve this item contingent on the edits being made.

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra 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, and approve edits to the Agreement, as presented in court.



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

5 - 0 Passed - Unanimously

40255 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.

Stephanie Hunt, Hays County Purchasing Agent, stated this credit card will be utilized for any proposed training and travel for Constable Precinct 3. Rodrigo Amaya made a public comment concerning the \$2,000 maximum. Hunt stated that it is a standard amount for hotel and travel fees.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Constable 3 to procure a credit card for an amount not to exceed \$2,000.00 from the County depository bank.

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

5 - 0 Passed - Unanimously

40256 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.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of Amendment No. 6 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company.

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

5 - 0 Passed - Unanimously

40257 Discussion and possible action to renew Judges' Professional Liability Insurance Policies with Texas Lawyers Insurance Exchange (TLIE).

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to renew Judges' Professional Liability Insurance Policies with Texas Lawyers Insurance Exchange (TLIE).

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

5 - 0 Passed - Unanimously

40258 Discussion and possible action to authorize addition of general and law enforcement liability coverage on one newly purchased unmanned aircraft.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize addition of general and law enforcement liability coverage on one newly purchased unmanned aircraft.

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

5 - 0 Passed - Unanimously

40259 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.

A motion was made by Commissioner Smith, seconded by Commissioner Shell 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.

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

5 - 0 Passed - Unanimously



40260 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.

Ron Hood, Constable Precinct 4, spoke about the National Police Officer Memorial and the Hays County officers that will be honored. Rodrigo Amaya made a public comment against the item. Commissioner Smith stated this will be funded by his American Rescue Plan Act (ARPA) allocation. Tate Puryear, Deputy Constable Precinct 4, spoke about the importance of the event. David Gamble, Deputy Constable Precinct 5, spoke about the event and an Austin police officer that will be honored this year. The court thanked the deputies for their participation in the event.

A motion was made by Commissioner Smith, seconded by Commissioner Shell 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.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 11:41 a.m. and resumed back into open court at 12:09 p.m.

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

40261 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.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Marisol Villarreal-Alonzo, Hays County Auditor.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the County Judge to approve and execute the Rule 11 Settlement Agreement, and any other necessary documents to implement and finalize said settlement, regarding the condemnation case for parcels 15, 15E, and 15E2 for the Hillside Terrace project, filed in the County Court at Law Number 3, Hays County, Texas, Cause number 23-1217-C, Hays County v. Merlin's Roost 1400, LLC and Prosperity Bank, and amend the budget accordingly as needed.

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

5 - 0 Passed - Unanimously

40262 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.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Marisol Villarreal-Alonzo, Hays County Auditor.



A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire (1) fee simple title in and to approximately 0.108 acres (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 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

40263 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.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Marisol Villarreal-Alonzo, Hays County Auditor.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe 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 in and to approximately 0.039 acres (Parcel 6), owned by Rhonda G. Ormand McGaugh aka Rhonda Gail McGaugh Trust, and which are required for the construction, reconstruction, maintaining and operating the Hillside Terrace roadway improvements and related 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

40264 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, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, Steward Whitehead, Winstead PC, and Terry Whitman, Johnson, Mirmiran & Thompson.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Civil First Assistant, Jordan Powell, to execute the final settlement agreement and mutual release and related documents regarding Turner Construction Company v. Hays County, Cause number 23-2637.

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

5 - 0 Passed - Unanimously

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Husky. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Marisol Villarreal-Alonzo, Hays County Auditor, and Emily Mathes, Greater San Marcos Partnership Director of Business Development. No action taken.

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



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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 513 for the week of March 31, 2024, with a peak of 517 inmates on April 3, 2024. The estimated cost for outsourcing inmates this week was \$111,955. The average number of outsourced males is 232 and females is 7. This week's inmates were housed in the following counties: Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 56.

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

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

Clerk's Note Agenda Item #M-5 RE: *Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. - WAS PULLED.*


Clerk's Note Agenda Item #M-6 RE: *Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by 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 12:12 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on APRIL 9, 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
4/9/2024	40214	Adopt a Proclamation recognizing the historical significance of The Alba Ranch of Dripping Springs.	Y	Y	Y	Y	Y
4/9/2024	40215	Adopt a Proclamation recognizing April 2023 as National Donate Life Month in Hays County.	Y	Y	Y	Y	Y
4/9/2024	40216	Adopt a Proclamation recognizing April 2024 as Sexual Assault Awareness & Prevention Month.	Y	Y	Y	Y	Y
4/9/2024	40217	Adopt a Proclamation recognizing April 2024 as Child Abuse Prevention and Awareness Month.	Y	Y	Y	Y	Y
4/9/2024	40218	Adopt a Proclamation recognizing April 14th - 20th, 2024, as National Telecommunicators Week.	Y	Y	Y	Y	Y
4/9/2024	40219	Approve payments of County invoices.	Y	Y	Y	Y	Y
4/9/2024	40220	Approve the payment of Juror checks.	Y	Y	Y	Y	Y
4/9/2024	40221	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
4/9/2024	40222	Approve Commissioners Court Minutes of March 26, 2024.	Y	Y	Y	Y	Y
4/9/2024	40223	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.	Y	Y	Y	Y	Y
4/9/2024	40224	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.	Y	Y	Y	Y	Y
4/9/2024	40225	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.	Y	Y	Y	Y	Y
4/9/2024	40226	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.	Y	Y	Y	Y	Y
4/9/2024	40227	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.	Y	Y	Y	Y	Y
4/9/2024	40228	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.	Y	Y	Y	Y	Y
4/9/2024	40229	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.	Y	Y	Y	Y	Y
4/9/2024	40230	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.	Y	Y	Y	Y	Y
4/9/2024	40231	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.	Y	Y	Y	Y	Y
4/9/2024	40232	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.	Y	Y	Y	Y	Y
4/9/2024	40233	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.	Y	Y	Y	Y	Y
4/9/2024	40234	Approve out-of-state travel for Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 22-25, 2024 in Miami, Florida.	Y	Y	Y	Y	Y
4/9/2024	40235	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.	Y	Y	Y	Y	Y
4/9/2024	40236	Authorize an amendment using existing funds of \$12,643.00 for air conditioning repairs for the Sheriff's Office Training Academy.	Y	Y	Y	Y	Y
4/9/2024	40237	Authorize a waiver to the purchasing policy for the Sheriff's Office to purchase a \$1,300.00 Annual Service Agreement with Valorence, LLC.	Y	Y	Y	Y	Y
4/9/2024	40238	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.	Y	Y	Y	Y	Y
4/9/2024	40239	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.	Y	Y	Y	Y	Y
4/9/2024	40240	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 Wimberley, 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).	Y	Y	Y	Y	Y
4/9/2024	40241	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.	Y	Y	Y	Y	Y
4/9/2024	40242	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.	Y	Y	Y	Y	Y
4/9/2024	40243	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.	Y	Y	Y	NO	Y
4/9/2024	40244	Approve Utility Permits.	Y	Y	Y	Y	Y
4/9/2024	40245	Amend the wording of a motion made by the Commissioners Court on Item K2 on the March 26, 2024 agenda from "owned by BCG Umland, LP" to "owned by Sun Creeks Crossing, LLC, a Michigan limited liability company" effective March 26, 2024.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Shell	Smith	Becerra
4/9/2024	40246	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.	Y	Y	Y	Y	Y
4/9/2024	40247	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).	Y	Y	Y	Y	Y
4/9/2024	40248	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
4/9/2024	40249	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.	Y	Y	Y	Y	Y
4/9/2024	40250	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.	Y	Y	Y	Y	Y
4/9/2024	40251	Grant a variance from Chapter 721 § 5.05(B) of the Hays County Development Regulations and approve the final plat of The Cliffs of Onion Creek, Lot 1, Replat (PLN-2413-PC).	Y	Y	Y	Y	Y
4/9/2024	40252	Approve the Shelton Ranch Subdivision, Final Plat (PLN-2441-NP).	Y	Y	Y	Y	Y
4/9/2024	40253	Approve the Freedom at Anthem Phase 1A, 2 and 3, Final Plat (PLN-2347-NP) and accept fiscal surety for street and drainage improvements in the amount of \$8,983,610.22.	Y	Y	Y	Y	Y
4/9/2024	40254	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, and approve edits to the Agreement, as presented in court.	Y	Y	Y	Y	Y
4/9/2024	40255	Authorize Constable 3 to procure a credit card for an amount not to exceed \$2,000.00 from the County depository bank.	Y	Y	Y	Y	Y
4/9/2024	40256	Authorize the execution of Amendment No. 6 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company.	Y	Y	Y	Y	Y
4/9/2024	40257	Renew Judges' Professional Liability Insurance Policies with Texas Lawyers Insurance Exchange (TLIE).	Y	Y	Y	Y	Y
4/9/2024	40258	Authorize addition of general and law enforcement liability coverage on one newly purchased unmanned aircraft.	Y	Y	Y	Y	Y
4/9/2024	40259	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.	Y	Y	Y	Y	Y
4/9/2024	40260	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.	Y	Y	Y	Y	Y
4/9/2024	40261	Authorize the County Judge to approve and execute the Rule 11 Settlement Agreement, and any other necessary documents to implement and finalize said settlement, regarding the condemnation case for parcels 15, 15E, and 15E2 for the Hillside Terrace project, filed in the County Court at Law Number 3, Hays County, Texas, Cause number 23-1217-C, Hays County v. Merlin's Roost 1400, LLC and Prosperity Bank, and amend the budget accordingly as needed.	Y	Y	Y	Y	Y
4/9/2024	40262	Adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire (1) fee simple title in and to approximately 0.108 acres (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 authorize County staff and consultants to take other appropriate action related therewith.	Y	Y	Y	Y	Y
4/9/2024	40263	Adopt a resolution determining the necessity of, and authorizing the use of, Hays County's power of eminent domain to acquire fee simple title in and to approximately 0.039 acres (Parcel 6), owned by Rhonda G. Ormand McGaugh aka Rhonda Gail McGaugh Trust, and which are required for the construction, reconstruction, maintaining and operating the Hillside Terrace roadway improvements and related utility adjustments, and authorize County staff and consultants to take other appropriate action related therewith.	Y	Y	Y	Y	Y
4/9/2024	40264	Authorize the Civil First Assistant, Jordan Powell, to execute the final settlement agreement and mutual release and related documents regarding Turner Construction Company v. Hays County, Cause number 23-2637.	Y	Y	Y	Y	Y



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Approve and confirm the appointment of Gary Bottoms as a regular full-time Deputy Constable in the Hays County Constable's Precinct 5 Office. **SMITH**

Summary

Pursuant to Local Government Code Chapter 86 Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable. Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioner's court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or surety. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person: (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or (2) is a constable and issues a deputyship without the consent and approval of the commissioner's court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept donations totaling \$3,435.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

Summary:

The Hays County Child Protective Board has received \$3,435 in grants and contributions utilizing the county federal tax identification number as authorized.

- >\$1,000 - City of Buda grant
- >\$1,835 - City of San Marcos grant
- >\$600 - KT Fences and More donation

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

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

Fiscal Impact:

Amount Requested: None

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

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$3,435) - Increase Contributions 001-895-98-354.4610

\$3,435 - Increase Project Contributions Expense 001-895-98-354.5600

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$3,435 in Contributions

Comments:



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Anita Collins, Community Program Manager

Sponsor:

Judge Becerra

Agenda Item

Approve the Mermaid Capital of Texas Fest & Downtown Street Faire event to be held on September 28, 2024 on the courthouse grounds that shall include commercial vendors and is sponsored by the Mermaid Society of San Marcos.

BECERRA

Summary

Section E.12 of the Property Use Policy states that "commercial soliciting, vending, and displaying or distributing commercial advertising on Property is prohibited, except when in conjunction with an event approved by Commissioners Court." The Mermaid Society of San Marcos has had their events on the courthouse grounds for the last 3 years and would like permission to once again bring on commercial vendors.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute the annual renewal agreement between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985.00 for the annual maintenance and inspections of all Hays County septic systems. **SHELL/T.CRUMLEY**

Summary:

Authorize Building Maintenance to renew their annual maintenance and repair contract with AAMS for the annual maintenance, inspections, and repairs of all Hays County septic systems. Funding for this renewal was approved in the current FY24 Building Maintenance operating budget.

Fiscal Impact:

Amount Requested: \$2,985.00

Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 3 quotes obtained

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense

New Revenue Y/N?: N/A

Comments:

Attachments

AAMS Annual Renewal Agreement



AAMS Wastewater Service
PO Box 1514
Wimberley, TX 78676
(512) 847-0757

Annual Maintenance and Service Contract

December 12, 2023

Hays County

Septic Systems

Contract dates: 2/15/2024-2/15/2025

Pricing for yearly maintenance on the location(s) below are as follows:

Aerobic Systems – Prices include the inspections & annual BOD/TSS testing

Precinct 4 Offices	Inspected monthly per permitting authority (12 inspections per year... one water test)	\$1,680.00
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Does NOT include sand media manipulation or replacement.

Precinct 3 Offices	Inspected every 4 months per permitting authority (3 inspections per year, one water test)	\$ 325.00
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Other Systems – Annual Inspections

Precinct 4 Yard	Conventional System	\$ 140.00
Precinct 3 Yard	Low Pressure Dose System	\$ 140.00
Transfer Station – Wimberley	Conventional System	\$ 140.00
Transfer Station – Dripping Spr	Conventional System	\$ 140.00
Yarrington Offices	Conventional System	\$ 140.00
Jacob's Well Natural	Grinder Pump	\$ 140.00
Precinct 5 Offices	Grinder Pump	\$ 140.00

Total Yearly Price	\$2,985.00
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The above cost is only for the maintenance inspections. Any repairs and pumping will be billed separately at time of service.

Pumping Cost

Precinct 4 Offices (2x per year, ea time)	\$900.00	Precinct 4 Yard	\$350.00
Precinct 3 Offices	\$900.00	Precinct 3 Yard	\$425.00
Transfer Station – Dripping Springs	\$350.00	Transfer Station – Wimberley	\$350.00
Yarrington Offices	\$900.00	Grinder Pump Areas	\$350.00

All of the pumping prices are based on systems at operating levels. Flooded systems and emergency pump outs will incur an additional charge of up to \$300.00. The grinder pump areas are only in case the basin is flooded and repairs can not be made without pumping the basin to access the pump.



AAMS Wastewater Service
PO Box 1514
Wimberley, TX 78676
(512) 847-0757

Repair Cost

Service Call	\$ 60.00	Hourly Labor Rate	\$85.00
Emergency Weekend Calls	\$120.00		

Effluent pumps, Grinder pumps, Aerators, Aerator Rebuilds, and Control Panels are a set price that include labor, materials, service call and markup. The only additional cost to these items would be if there is problem that is run into, then the additional would be charged at the hourly labor rate. The set price can be provided upon request.

Owner understands and agrees that this service contract does not cover the cost of repairs or parts for the system or service calls resulting from misuse or abuse of the system of any kind, including, but not limited to, electrical malfunctions, broken sprinklers, leaking pipes, blocked or clogged pipes, excessive use (outside of the design criteria for the system), disposal of non-biodegradable materials (solvents, grease, oil, paints, feminine hygiene products, cotton materials, plastics, paper towels, etc.). Overloading of the system above its rated capacity or introduction of harmful matter into the system will result in substandard performance and is the responsibility of the Owner. The owner grants AAMS unlimited access to the system for inspection and service. The owner agrees to update AAMS with changes of combination lock and/or automatic gate codes, to include contact information (phone numbers) to access property. The owner may incur additional charges if additional visits are necessary because of restricted access.

Owner understands and agrees that servicing the system pursuant to this contract does not include the repair or replacement of any component found to be defective or functioning incorrectly. These items are the sole responsibility of the Owner. If repairs are performed at the request of Owner, the Owner agrees to pay AAMS in full for such repairs at the time the service is rendered. If payment is not made in full at that time, the Owner "will be invoiced for repair cost to include parts and labor. The Owner agrees to pay the invoice within ten days. The Owner will be assessed a late fee of 2.5% of the outstanding balance due every thirty days until the outstanding balance is paid in full. Owner authorizes AAMS to remove any part installed by AAMS that is not timely paid for by Owner." **Terms subject to Government Code, Ch 2251.**

Owner understands and acknowledges that there are inherent hazards of accidental injury, property damage or death in connection with the use of onsite septic systems. Owner assumes any and all risks associated with the ownership of an onsite septic system. Owner hereby releases and assumes entire responsibility and liability for any claim or actions based on or arising out of injuries to persons or damages to or destruction of property sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by AAMS, its agents and employees. Owner agrees to indemnify, hold harmless, and defend, AAMS, its officers, agents, and employees, from any and all liability, damages, losses, claims, judgments, costs or expenses, including attorney's fees, which in any way arise from the operation of or the presence of the septic system on owner's property. The Owner and AAMS agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by Texas law. If any portion of this agreement is found invalid, the balance of the agreement remains valid

AAMS / Steven T White 22900

Date _____

Owner / Hays County

Date _____



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to have Security One update the fire alarm system located at 2171 Yarrington with a wireless communicator and authorize the County Judge to execute the monitoring agreement, and authorize a waiver to the purchasing policy. **INGALSBE/T.CRUMLEY**

Summary:

Building Maintenance would like to have Security One upgrade the fire alarm system at the Yarrington building with a new wireless communicator. Installation and equipment costs are \$540. The monthly monitoring cost will be \$69.95 per month. Building Maintenance is requesting a waiver to the purchasing policy for obtaining three quotes, because Security One currently provides security monitoring services for various buildings throughout the County. Funding has been identified in the Building Maintenance FY24 operating budget. This is part of an ongoing Building Maintenance project to upgrade fire and security at county buildings.

Fiscal Impact:

Amount Requested: \$540 (installation/equipment)
\$69.95 per month (monitoring services)
Line Item Number: 001-695-00.5451
001-695-00.5480_190

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: waiver to the purchasing policy for obtaining three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense and Utilities-Yarrington 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 Rd and Bridge Dept. PHONE 512-393-2150
ADDRESS 2171 Yarrington Rd
CITY San Marcos TEXAS 78666
BILLING # 805323-03 CSID # 56-15-2432 ☒ Tax Exempt
DATE April 8, 2024 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Scope or work:

Add cellular communicator for fire alarm system. Fire system utilizes an existing FCI-7100 fire panel. Includes parts and labor for cell installation.

Monitoring is \$69/month includes cell service and fire alarm monitoring.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	Fire alarm cell communicator	\$800.00	\$800.00
1	Multi site discount	-\$260.00	-\$260.00
			\$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	\$540.00
		Tax	
		TOTAL	\$540.00

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. 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.

SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

License B3192 & ARC1165

**FIRE ALARM SYSTEM AGREEMENT**

This agreement is made between, Hays County Rd & Bridge Dept.

hereafter called The Customer, and **SECURITY ONE INC.**, hereafter called The Company, on April 8, 2024

Schedule of Selected Services

	Customer	Security One
System Installation (See 1A and Proposal)	X	X
Fire System Monitoring (See 2A)	X	X
Fire System Repair (See 2B)		
Required Smoke Det. Sensitivity Testing (See 2B)		
Required Fire System Inspections (See 2B)		

1. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The sum of \$ \$540.00, shall be paid 50% down and 50% upon completion and activation of system for the services selected on the Installation of System addendum.

(B) The Customer agrees to pay a monthly fee of \$ \$69.95 plus tax, which shall be on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month.

(C) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body.

2. SERVICES SELECTED:**(A) FIRE ALARM MONITORING**

Monitoring services consist of the receipt, analysis and response of systems monitored under this agreement. The Company will make every reasonable attempt to verify the alarm signal and notify the proper authorities upon the receipt of a signal.

(B) FIRE SYSTEM REPAIRS, REQUIRED FIRE SYSTEM INSPECTIONS, SMOKE DETECTOR SENSITIVITY TESTING

The Company, will perform the above listed services at the current prevailing rate:

The current prevailing rate is \$ 125.00 per hour (Initial)

☐ Customer has chosen to include inspections in their monthly fee, see the attached addendum.

Repairs, Inspections, and Sensitivity Testing performed M-F between 8 a.m. and 5 p.m. excluding holidays. All services requested by the customer outside of these hours will be billed at 1.5 times the hourly rate with a minimum 2-hour charge. Fire System Repairs are on a Time and Materials basis.

A trip charge of \$2.62 per mile will be assessed on all sites located more than 50 miles from the Alamo as determined by Google maps.

Rates are subject to change at any time and without notice. (Initial)

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE

(A) This agreement shall remain in full force and effect for 36 months from the date of this agreement, either party may terminate this agreement at any time with 30 day written notice to the other party. If Customer's payments are delinquent by sixty (60) or more days. The Company has the right to call all remaining payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion, terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer.

4. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of deprogramming it.

5. OWNERSHIP OF THE SYSTEM

It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services performed under this agreement.

6. MECHANIC'S LIEN

The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement, The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.

7. NOTICE TO CUSTOMERS

By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal attached hereto.

8. TESTING OF SYSTEM

The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company in need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees.

9. INTERRUPTION OF SERVICE

The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause may continue.

Customer Signature

Security One, Inc.

10. SIGNAL TRANSMISSION

(A) **DIGITAL COMMUNICATOR** – The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility.

(B) **RADIO FREQUENCY** (Available at additional cost if selected and requested in writing by The Customer on attached proposal.)

The System transmits signals by radio frequency. The Customer understands that a radio system is not supervised and requires an operable antenna, and non-interference with radio waves transmission for a signal to be transmitted and received by the central station and no alarm signal can be received by the central station while the interference or inoperative condition exists.

11. SUBROGATION

Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

12. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, its agents, servants, or employees.

13. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:

The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.

The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of \$250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

14. LIABILITY OF THE COMPANY

Company **does not** represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or 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 Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 14 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

15. INVALID PROVISIONS

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

16. ASSIGNMENT OF RIGHTS

(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.

(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

17. 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 of 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 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 the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged 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 agreements 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 hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes 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 constructing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the 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-3192 issued by the Texas Department of Public Safety Texas Private Security Bureau, P.O. Box 4087, Austin, Texas 78773, (512)424-7729, 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) 305-7900.

SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-900



CUSTOMER OVERVIEW

I, _____ On _____ UNDERSTAND THAT:

- It is understood that the ownership of The System remains with The Customer.
- I am required to pay the monthly fee for the duration of the agreement between Security One, Inc. and myself.
- Security One, Inc. is not insuring my property or the property of any other person.
- The system does not guarantee prevention of property loss or injury to anyone.
- The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.
- The system will not report to the monitoring station if the phone service is interrupted in any way.
- Cellular radio reporting is available should desire to add it to my system.
- It is my responsibility to obtain an alarm permit if one is required.

I HAVE RECEIVED A COPY OF THIS OVERVIEW.

Customer Signature

Security One, Inc.

SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

ACCT# _____

**INFORMATION SHEET****SITE INFORMATION**

Name Hays County Rd & Bridge Dept
Address 2171 Yarrington Rd.
City San Marcos
State TX Zip code 78666
Phone 512-393-2150

BILLING/MAILING INFO (if different from site)

Name _____
Address _____
City _____
State _____ Zip code _____
Phone _____

Cross Street _____
Email address _____
Police Hays County

Password _____
Email billing? ☐ Yes ☐ No
Fire Hays County

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)
		Select...
		Select...
		Select...
		Select...

USE BELOW LISTED INFORMATION FOR (Optional)

☐ Monitoring Only ☐ Installation Only ☐ Both

Name of Financial Institution _____
Name on Account _____
Banking Account # _____
Bank Routing # _____

FOR ADDITIONAL ACCOUNT INFO**Installation Only**

I understand that installation charges will be processed the Friday before the installation: _____

How did you hear about us?

☐ Yellow Pages ☐ Current Customer ☐ Police Officer ☐ Our Website ☐ Other

Referred by: _____ Credit _____



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Authorize Building Maintenance to have the front monument sign at the Health Department replaced by A&E Signs and Graphics in the amount of \$750.00 and amend the budget accordingly. **INGALSBE/COHEN/T.CRUMLEY**

Summary:

The front monument sign at the Health Department was put together by Building Maintenance to work as a temporary sign until a new one could be purchased and installed. Building Maintenance has secured three quotes for a new sign and A&E Signs and Graphics was the cheapest. Funding for this project has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$750.00

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

\$750 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$750) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 3 quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

A&E Signs Quote

A&E Signs and Graphics

Buda, TX 78610
1030 W. Goforth Road

Phone # 5122957446 accounting@aandesigns.com
Fax # 512-523-8238 www.aandesigns.com

Estimate

Date	Estimate #
3/20/2024	3613

Name / Address
Hays County

Project

Item	Description	Qty	Rate	Total
t	5'x5' 6mil ACM w/ standoffs	1	350.00	350.00
t	install on monument sign @ Hays County Health dept	1	400.00	400.00
			Subtotal	\$750.00
			Sales Tax (8.25%)	\$0.00
			Total	\$750.00



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to procure Rick's Lock & Key Services, Inc. to replace the core and lock on ten (10) doors at the Thermon building in the amount of \$2,390.00; authorize a waiver to the purchasing policy requiring three quotes and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

Building Maintenance needs to replace ten core/locks at the Health Department Thermon building with those that lock. Our state contracts require that these offices be able to be locked because they contain patient information. A quote was obtained from Rick's Lock & Key for these services. Building Maintenance is requesting a waiver to the purchasing policy for obtaining three quotes due to Rick's Lock & Key being the current core, lock, and key provider for Hays County buildings. Funding has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$2,390.00

Line Item Number: 001-695-00.5741_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,390 - Increase Misc. Capital Improvements_Operating 001-695-00.5741_400

(\$2,390) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: authorize a waiver to the purchasing policy requiring three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Rick's Lock & Key Proposal

Rick's Lock & Key Service, Inc
TXDPS # B12301
102 Wonder World Dr., #304-169
San Marcos, TX 78666
512-396-2041

Estimate

Date	Estimate #
4/5/2024	1408

Name / Address
Hays County Attn: Accounts Payable 712 S. Stagecoach Trl, Ste 1071 San Marcos, TX 78666

Terms	Rep
Net 30	Bob

Description	Qty	Rate	Total
Thermon Bldg - Interior Offices Chris D.			
Single Sided Duplicate - SC4	20	5.00	100.00
Commercial Grade 2 Entry Lever - Satin Chrome	10	140.00	1,400.00
Commercial Rekey - Grand Mastered	10	40.00	400.00
Labor to Install - Commercial Hardware	10	40.00	400.00
Service Call - San Marcos	1	90.00	90.00
All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the preceding specifications involving extra costs will become an extra charge over and above the estimate. Expiration is 30 days from Estimate Date			

This company is licensed and regulated by
The Texas Department of Public Safety Private Security
Bureau
Complaints may be directed to:
P.O. Box 4087
Austin, TX 78773-001
512-424-7710

Subtotal	\$2,390.00
Sales Tax (0.0%)	\$0.00
Total	\$2,390.00



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the County Judge to execute a Security One work order in the amount of \$4,505.28 to install a 16 Channel DVR recorder and replace 7 cameras at the Health Department, authorize a waiver to the purchasing policy, and amend the budget accordingly. **INGALSBE/COHEN/T.CRUMLEY**

Summary:

The Health Department would like to have a 16 channel DVR recorder installed in the building's IT closet, and also have 7 non-working cameras replaced with working cameras. Building Maintenance is requesting a waiver to the purchasing policy to obtain three quotes because Security One provides the security monitoring for the building and the camera system will tie into the system. Funding for this has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$4,505.28

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,506 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$4,506) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: 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

Security One - Work Order

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



WORK ORDER

NAME Hays County Local Health Dept. PHONE 512-554-9261
ADDRESS 101 Thermon Dr.
CITY San Marcos TEXAS 78666
BILLING # 805323-11 CSID # Camera System ☒ Tax Exempt
DATE April 8, 2024 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Installation of a new 16 Channel DVR to replace current recorder in IT Closet. Tech will replace 7 existing Cameras. Tech will add 1 camera at front hallway. camera locations are listed on drawing provided per walk through. Tech will connect system to customers Internet for viewing on any mobile devices/computers. Tech will also provide any training required for proper use of the system.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	16 Channel DVR with 10TB Hard Drive	\$1,081.66	\$1,081.66
1	16 Channel Power Supply	\$115.00	\$115.00
1	Wire and Hardware	\$387.33	\$387.33
8	5 MP - HD Camera	\$132.23	\$1,057.84
1	2 Techs / 1 Day	\$1,863.45	\$1,863.45
			\$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	\$4,505.28
		Tax	
		TOTAL	\$4,505.28

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



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to approve a proposal from Wolfvalley Buildings in the amount of \$49,179.86 for a portable office space for the Parks Department at Jacob's Well Natural Area; and authorize the required 50% deposit to be remitted as required per the proposal terms. **SHELL/T.CRUMLEY**

Summary:

The Parks Department was approved in the FY23 budget to purchase a portable building that would be used as additional office space at Jacob's Well Natural Area. The portable office was not purchased in FY23 due to long manufacturing waits, and the funding was rolled into FY24. Parks Department has secured three quotes, with the quote from Wolfvalley Buildings being the lowest. The vendor requires a 50% down payment (\$24,589.93) to start the construction of the building. The final 50% (\$24,589.93) will be due at the pre-delivery final walk through.

Fiscal Impact:

Amount Requested: \$49,179.86

Line Item Number: 170-657-00.5741

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: N/A

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

New Revenue Y/N?: N/A

Comments:

Attachments

Wolfvalley Quote

FY24 Adopted Budget



Wolfvalley Buildings



Cabins ★ Tiny Homes ★ Barns ★ Storage Sheds ★ Garages ★ Decks ★ Patio Covers

Cabin Order.

Sales Rep:	Jonathan Barnes	Address:	3461 FM 934
Phone:	682-325-3384	City & State:	Itasca Tx 76055
Email:	jonathan@wolfvalleybuildings.com	Fax:	1-682-325-3831
SUBMITTED TO:		Date:	3/27/2024
Name:	Chris Deichmann	Phone:	(512) 554-9261
Mailing Address:	1699 Mt Sharp Rd, Wimberley, TX 78676, USA	Email:	chris.deichmann@co.hays.tx.us
Delivery Address:	1699 Mt Sharp Rd, Wimberley, TX 78676, USA	Google Miles to delivery:	180 3% \$1,432.42
Shipping Place Coordinates:	30.03681893477123, -98.12771278769677	QR CODE:	https://www.wolfvalleybuildings.com

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Style.	Finished Tiny Home.	Width	Length	Wall Height	Sq. Ft.	Shell Price
	WV Gable Porch Cabin Shell	14	28	8	392	\$ 19,756.80

Cabin Features.

Floor System		Interior Finish	
* Pier & beam foundation 4x6 Treaded Beams set on Concrete block piers.		Main Level Flooring	Color
* 2x6 Treated Floor Joists 16" o/c.		Main Floor Finish Vinyl Plank per sq ft.	Blueridge Pine 336
* 3/4" Premium subfloor.		Loft Level Flooring	Color
* Concrete Pier Blocking up to 24".		#N/A	#N/A
* Level pad to be provided by customer.		Walls	Color
Wall system.		Standard Best value 1x8 Shiplap Knotty Pine Clear coated.	Clear Coated 1,292
* 2x4 Stud Frame 16" o/c.		* Knotty Pine Trim.	Dark Walnut
* House wrap		* Knotty Pine Doors	Clear Coated
4x8 Vertical LP Smart siding Sealer stained or Painted	Color WV. Chesnut Brown 692	Ceilings	Color
* Lp Smart Side trim and shutters.	WV. Black 692	Corrugated Metal per sq ft.	384
2030 Gridless Double Pane, Low E insulated	1	Flat ceiling finish per sq ft.	Clear Coated 55
3040 Gridless Double Pane, Low E insulated	2		
3050 Gridless Double Pane, Low E insulated	1		
Radiant Star Half Lite Entry door	1		
		Kitchen	Color
		White Oak Raised Panel Rustic, Clear coated, Base Kitchen Cabinets per Ln ft.	Clear Coated 7.00
		White Oak Raised Panel Rustic, Clear coated, Upper Kitchen Cabinets per Ln ft.	Clear Coated 4.50
		Formica Counter top Per sq ft.	Jamocha Granite Matte 14
Interior Wall framing per Ln ft.	30		
Roof System		Plumbing	Color
* Steel plated roof trusses 2' O/C		* Pex Lines With Polymer fittings.	* Bronze Fixtures
* Synthetic felt condensation barrier.		Custom White Oak Raised Panel Rustic Clear coated Base Vanity per Ln ft.	Clear Coated 2.5
* Eve and Gable Over-hangs.		Vanity Top per sq ft.	White Cultured Marble 5
#N/A	#N/A	18" ADA Elongated Toilet	1
#N/A	#N/A	30 Gallon Tank Electric water heater	1
40 Year Metal Roof.		WV Galvalume	
HVAC System		Electrical	Color
2" -R14 Closed cell Foam insulation per sq ft.	336	Cabin Electrical Package	* White package 1
3.5" -R13 open cell Foam insulation per sq ft.	692	Cabin Fixture Package	* Bronze Fixtures 1
5.5" -R21 open cell Foam insulation per sq ft.	448		
#N/A	#N/A		
Delivery Requirement Instructions for Customer		After delivery Options	
*Make sure there is access for delivery. Min required 3' Wider, and taller		Loading sheds, cabins, Tiny Home Anchors per anchor. (Customer must call 811 and have them mark all lines before delivery and installation.)	AD Total 8
*Make sure the pad is no more than 18" off level from Highest to lowest point.		Deck/Skirt QTY	
		Deck with 1-slope roof. Stained. Per sq ft.	0 Deck Total \$0.00
		Skirting Cabin & Deck Ln Ft.	0 Skirt Total \$0.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 5-Year workmanship warranty, 50 year Lp pro-rated warranty on the siding and 30 Year warranty on the roof. A/C system 2 Year manufacturer warranty on parts, 5 Year on Compressor (Does not cover trips or labor). Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Wolfvalley Buildings will not be responsible for damages to areas surrounding job site.		Total Upgrades:		\$36,582.35
		MSRP:		\$56,339.15
		Owner Authorized Discount		15.25% \$8,591.72
		Home Price Per Sq ft Pre tax & delivery.	Tiny Home Total Pre-tax:	\$47,747.43
		\$121.80 Tax Exempt	0.00%	\$0.00
Note: This proposal may be withdrawn by us if not accepted within 7 days.		Delivery	3%	\$1,432.42
		Tiny Home Total :		\$49,179.86
		Down payment to get on schedule		50.00% \$24,589.93
		Payment at pre-delivery walk through approval:		\$24,589.93
				0% \$0.00
We look Forward To Meeting Your Needs With The Best of Our Abilities. God Bless!		Itasca Shop Standard None Stock Finished Home Estimated turn-around Time for PDW, 14 Weeks		
Thank You For Your Business!	Date of Acceptance:	Customer Signature;		



3D Drawing are for illustrational purposes only and do not represent the actually finishes and or fixtures.

Chris Diechmann

14' x 28' Cabin w/Porch

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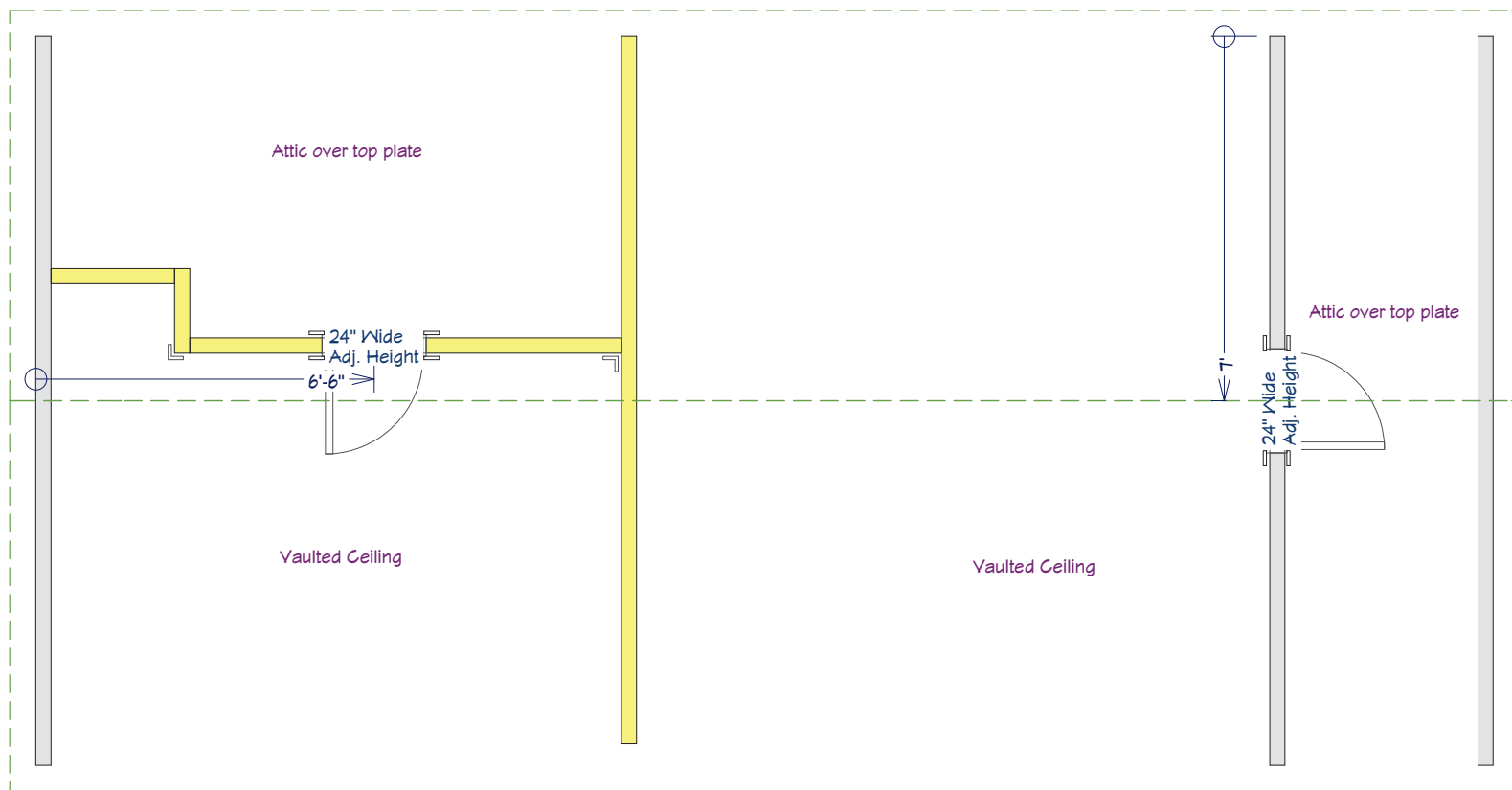
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3D View

Page 1 of 8





Chris Diechmann

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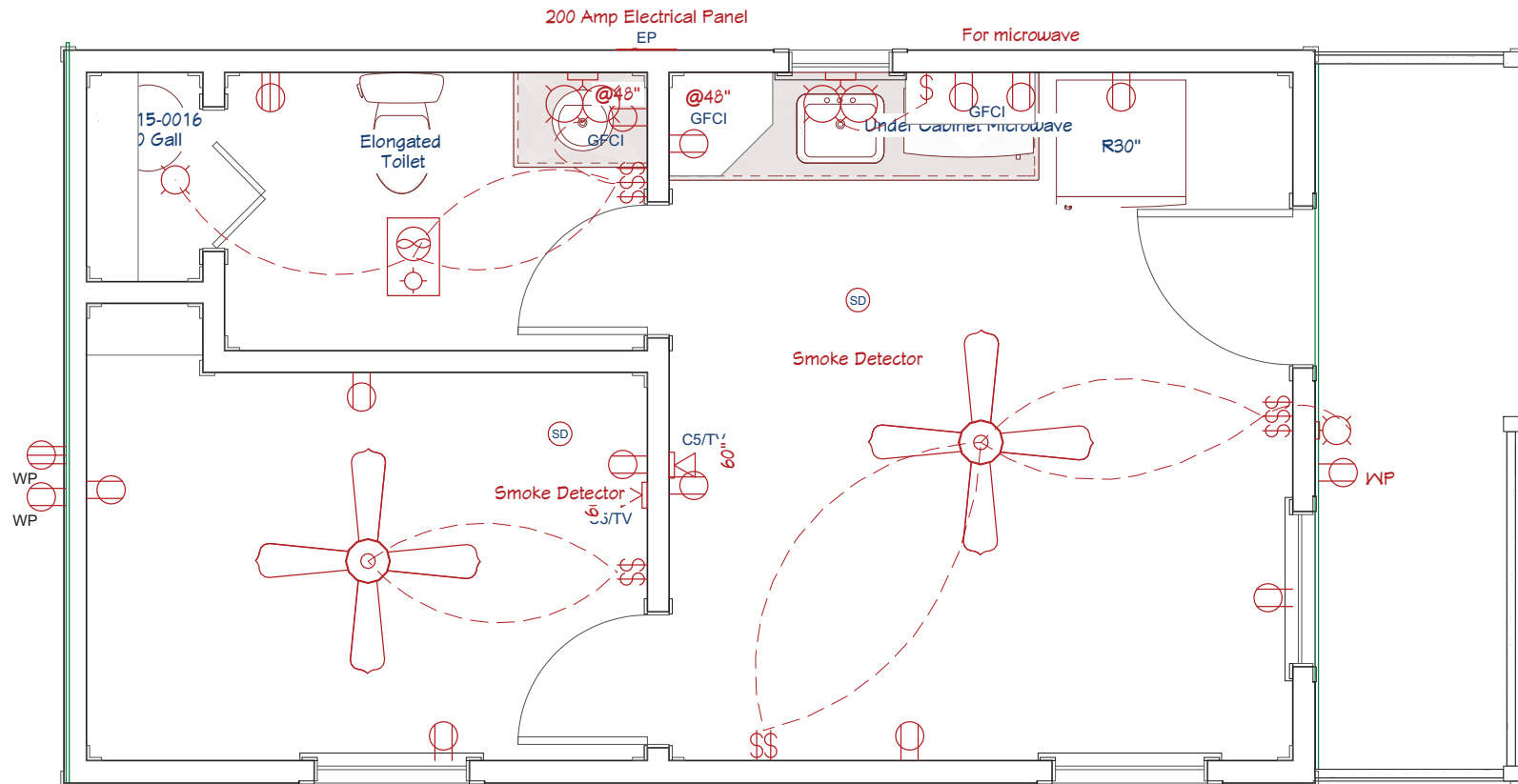
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Loft Framing

Page 3 of 8



Chris Diechmann

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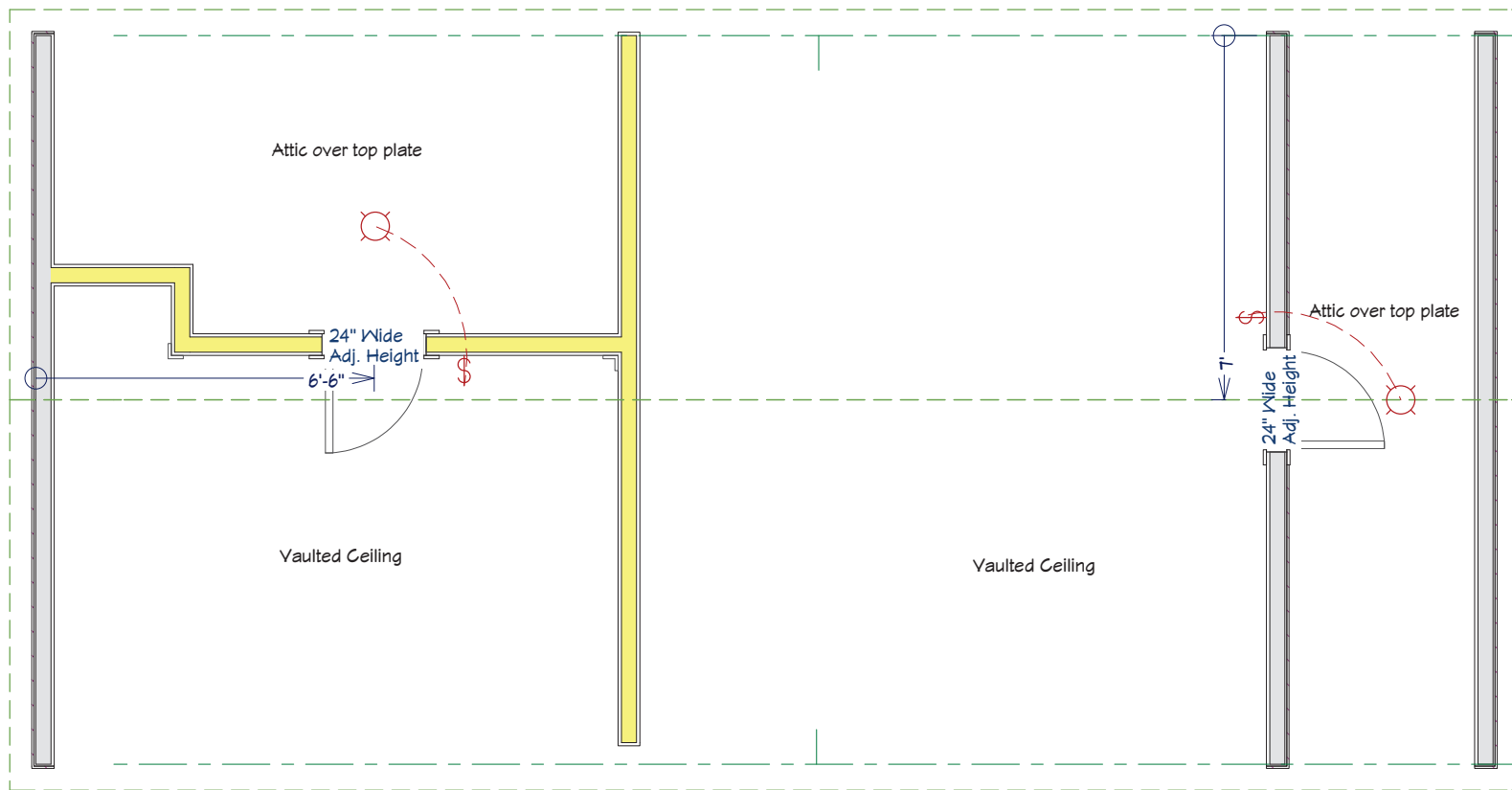
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Electrical
Page 4 of 8



Chris Diechmann

14' x 28' Cabin w/Porch

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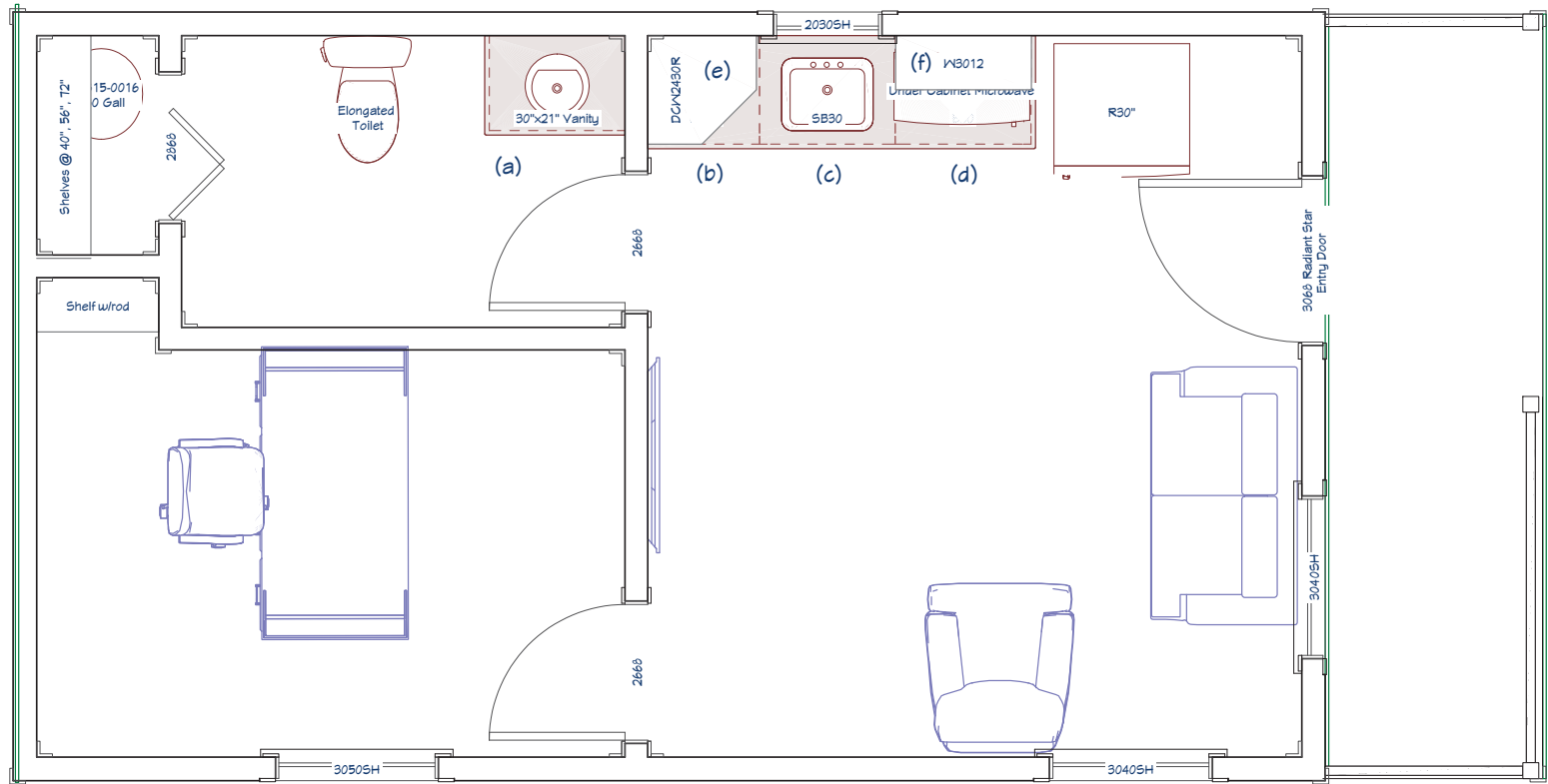
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Revision Date
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Loft All Layers

Page 5 of 8



Bathroom Cabinets: Vanity
Style: White Oak Raised
Panel Rustic
Color: Clear Coat

a) 30" x 21" Vanity

Kitchen Cabinets: Bases
Style: White Oak Raised
Panel Rustic
Color: Clear Coat

b) 24" x 24" Drawer Bank
c) 30" x 24" Sink Basin
d) 30" x 24" Base

Kitchen Cabinets: Uppers
Style: White Oak Raised
Panel Rustic
Color: Clear Coat

e) 24" Corner Upper
f) 30" x 12" Upper

Chris Diechmann

14' x 28' Cabin w/Porch

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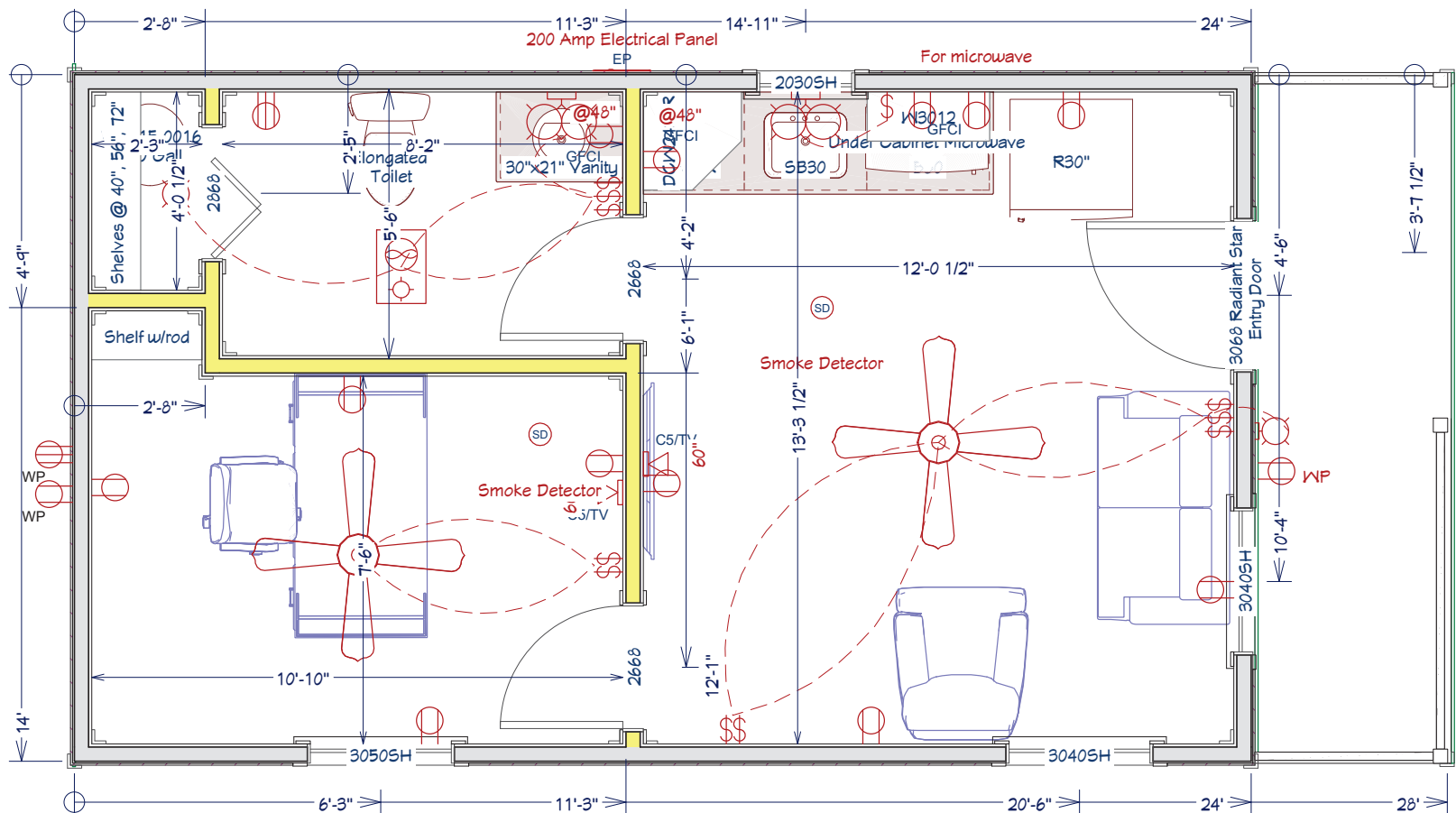
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Cabinets, Kitchen, & Bath

Page 6 of 8



Appliances, furniture, fixtures are for visual and spatial purposes ONLY. They are not included in the construction of this building.

Chris Diechmann

14' x 28' Cabin w/Porch

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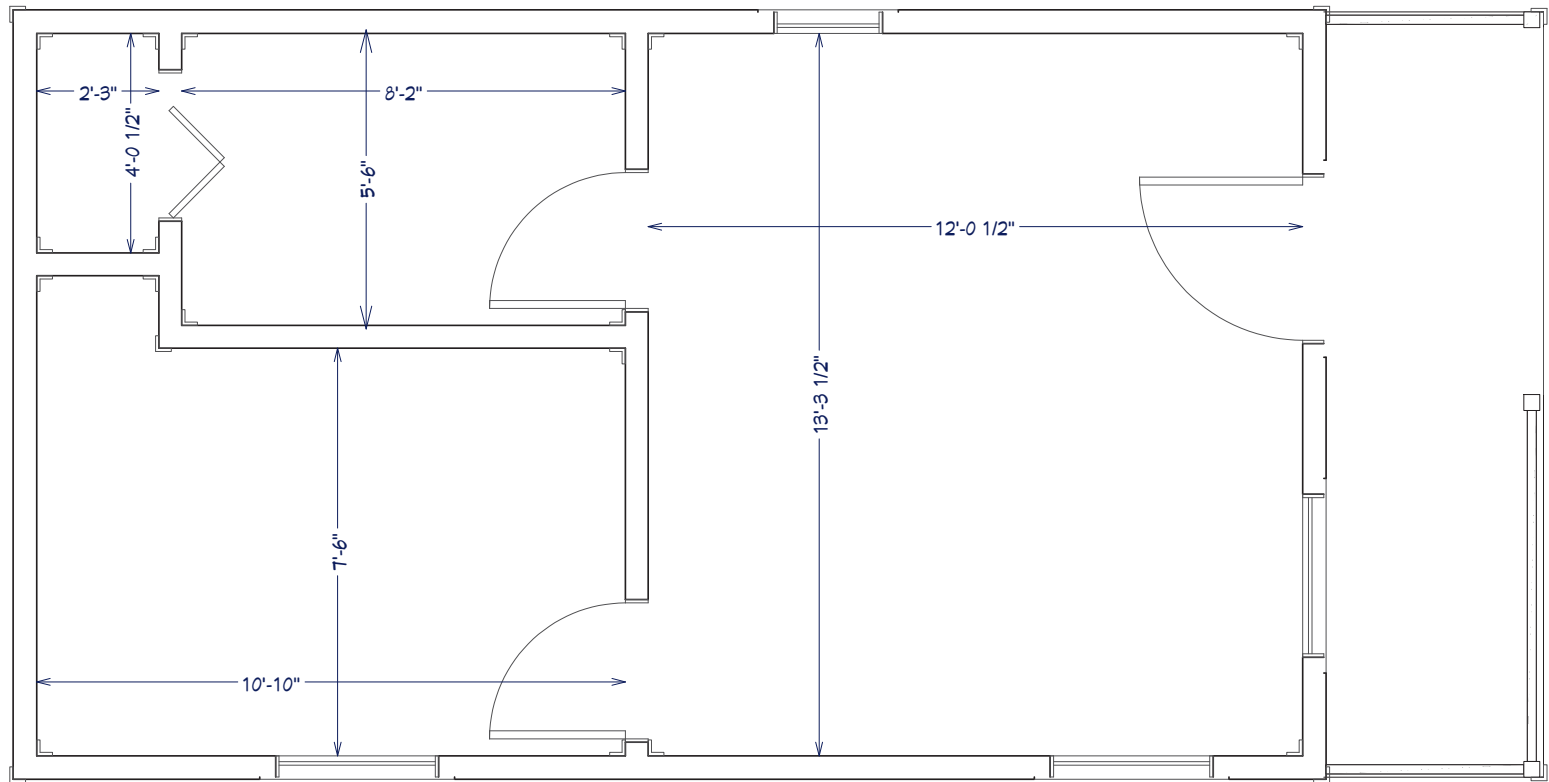
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All Layers

Page 7 of 8



Room dimension measurements
are approximate only. All floor
plan measurements override these
measurements. These measurements
may differ 1-4" depending on wall
coverings, trims, etc.

Chris Diechmann

14' x 28' Cabin w/Porch

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Room Dimensions

Page 8 of 8

Fund/Dept REQUESTED	Qty	Cost Per Unit	2024 Requested	Qty	2024 Recommended	Qty	2024 Adopted	
Fund 170 - Infrastructure Imp Fee Fund - continued								
Install 2 New Doors in DA's Office	2	1,250	2,500	0	-	0	-	
Install sink and instant hot water heater in GC Clerks Office	1	1,500	1,500	0	-	0	moved to 001-617-00	
Liva 72" Straight Bench for Jury Waiting Area at GC	20	1,397	27,940	0	-	0	-	
New Holiday Decorations for Courthouse	1	10,000	10,000	0	-	0	-	
PCT 3 Building Exterior Wall Stucco Repair	1	7,000	7,000	0	-	0	-	
Raise main water shut off valve at Driftwood Recycling	1	3,500	3,500	0	-	0	-	
Remodel Judge's Prado's Jury Room (drawings and construction)	1	350,000	350,000	0	-	0	-	
Replace drives on 5 of the GC elevators - required	5	27,000	135,000	0	-	0	moved to 001-695-00	
Replace Floor Directory sign mounted by elevator at CH	1	1,800	1,800	0	-	0	-	
Replace flooring in County Clerks GC Breakroom	1	9,000	9,000	0	-	0	moved to 001-617-00	
Replace flooring in PCT 1 CCL GC Breakroom	1	8,000	8,000	0	-	0	-	
Replace restroom fixtures in CH bathrooms	1	13,000	13,000	0	-	0	-	
Misc. Improvements as approved by Commissioners Court					1,000,000		1,000,000	
Jacob's Well Staff Office (2023)							60,000	rollover
			1,089,240		1,000,000		1,060,000	
5719_700 Miscellaneous Equipment Capital Outlay								
Replacement AC Units (2023-1484)							29,300	rollover
Replacement RTU3 at the Courthouse (2023-1073)							31,155	rollover
							60,455	
Fund 170 - Infrastructure Imp Fee Fund Totals			1,089,240		1,000,000		1,120,455	
Net Grand Totals			9,296,865		16,355,264		19,488,096	



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize out of state travel on April 29th through May 1st, 2024 for Matthew Gonzales, Health Department Manager and Austin Baier, Community Outreach Specialist, for the inspection and acceptance of the mobile vaccine van in Sunbury, Ohio at Gerling and Associates and amend the budget accordingly. **COHEN/INGALSBE/T.CRUMLEY**

Summary:

Out of state travel is needed to send Matthew Gonzales, Health Department Manager, and Austin Baier, Community Outreach Specialist to Sunbury, Ohio to inspect and accept the delivery of the mobile vaccine van. Onsite inspection is required by Gerling and Associates. Travel expenses include airfare, hotel, rental car and meals in the estimated amount of \$1,628.68.

Fiscal Impact:

Amount Requested: \$1,628.68

Line Item Number: 120-675-00.5501

Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,629 - Increase Travel 120-675-00.5501

(\$1,629) - Decrease Staff Salaries 120-675-00.5021

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: must follow procurement for all travel costs.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Enterprise Car Rental

Hotel Stay Est.

Airline Price Est.

Closing Documents

Rental Details

Dates & Times

Mon, Apr 29, 2024 @ 5:00 PM
Wed, May 01, 2024 @ 5:00 PM

Edit

Pick-Up Location

Columbus John Glenn Intl. Airport
4106 International Gateway
Columbus, OH 43219

Edit

Return Location

Westerville
6841 Flags Center Dr
Columbus, OH 43229

Edit

Additional Details

Renter Age: 25+
Corporate Account Number: -

Edit

Compact

Nissan Versa or similar
Automatic



Get the **Midsize** for only \$9.54* more.

Upgrade

Vehicle

Time & Distance 2 Day(s) @ \$ 120.00 / Day
Unlimited Mileage

Edit

\$ 240.00*
Included

Extras

-

Add

Taxes & Fees



\$ 61.84*

Estimated Total

\$301.84*

*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras



Holiday Inn Express & Suites
Sunbury-Columbus Area

7301 East State Route 37, Sunbury, OH,
United States

Total price **310.88 USD**

Great Choice! Change or cancel for free any
time before 6:00 pm on Apr 28.

Dates Apr 29, 2024 - May 1, 2024
Check in 3 pm

Reservation 1 room, 2 adults

Room type 2 Queen Standard

Rate Best Flexible Rate

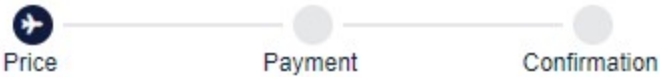
2 night stay 268.00 USD
Apr 29 - May 1 134.00 USD

Average nightly rate 155.44 USD

Taxes 42.88 USD
Sales, Occupancy And Lodging Tax 42.88 USD
Total 16 Pct

Total price **310.88 USD**

Trip & Price Details



✈️ Flight [Modify](#)

 **Mon 4/29**

1193

AUS

12:30 PM

→

CMH

4:10 PM

2 hr 40 min

|

Nonstop

[Anytime](#)

Only 2 left!

Price per Passenger	\$361.75
Taxes and fees per Passenger	\$42.23
Total per Passenger	\$403.98
Passenger(s)	x2
Flight total	\$807.96
or from \$80/mo* with  Learn more	

Helpful Information:

- Starting July 1, 2023 (12:00 a.m. CT), for Wanna Get Away® or Wanna Get Away Plus™ reward travel reservations (booked with points): If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, any points used for booking will be forfeited, along with any taxes and fees associated with your reward travel reservation. For Anytime or Business Select® reward travel reservations: the points used for booking will be redeposited to the purchaser's Rapid Rewards® account, and any taxes and fees associated with the reward travel reservation will be converted into a Transferable Flight Credit™ for future use.
- Please read the [fare rules](#) associated with this purchase.
- When booking with Rapid Rewards points, your points balance may not immediately update in your account.
- REAL ID Requirement:** Do you have a REAL ID? Beginning May 7, 2025, you will need a state-issued REAL ID compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States. Visit www.tsa.gov for a list of acceptable forms of ID and additional information regarding REAL ID requirement.



April 30, 2024

To: Hays County
401-A Broadway
San Marcos, TX 78666

From: Gerling & Associates, Inc.
200 Kintner Pkwy.
Sunbury, OH 43074

ACCEPTANCE AGREEMENT

As a representative of HAYS COUNTY, I certify that all aspects of the contract with Gerling and Associates to manufacture one Fast Vac Mobile Unit (VIN#1FDUF4GN6PDA17604) has been completed to my satisfaction.

As of this acceptance, insurance for this unit is provided by HAYS COUNTY.

As of this acceptance, HAYS COUNTY accepts all responsibility to ensure equipment and weight loads do not exceed the Gerling & Associates published and placarded weight maximum.

The Punch List dated April 30, 2024 is part of this acceptance.

Accepted by: _____ Date ____/____/____

Provided by: _____ Date ____/____/____



April 30, 2024

To: Hays County
401-A Broadway
San Marcos, TX 78666

From: Gerling & Associates, Inc.
200 Kintner Pkwy.
Sunbury, OH 43074

GERLING WARRANTY & PREVENTATIVE MAINTENANCE STATEMENT

As a representative of Hays County, I certify that I have received and reviewed Gerling and Associates' Standard Limited Warranty and have received and reviewed Gerling's Preventative Maintenance Schedule.

Gerling and Associates has provided a printed copy (black binder) of this information and has provided an online link with all of the electronic User Manuals/As Built Schematics/Standard Limited Warranty & Preventative Maintenance Schedules for 1304 Project Number.

Accepted by: _____ Date _____

Provided by: _____ Date _____



April 30, 2024

To: Hays County
401-A Broadway
San Marcos, TX 78666

From: Gerling & Associates, Inc.
200 Kintner Pkwy.
Sunbury, OH 43074

BILL OF SALE

- 1 Gerling and Associates, Inc. Fast Vac Mobile Unit (VIN#1FDUF4GN6PDA17604).

TOTAL \$283,608.01



200 Kintner Pkwy.
Sunbury, OH 43074-8528
740-965-2888

INVOICE

DATE	INVOICE #
3/13/2024	12635

BILL TO
Hays County Auditor 712 South Stagecoach Trail, Ste. 1071 San Marcos, TX 78666

SHIP TO
Hays County 401-A Broadway San Marcos, TX 78666 Attn: Jackie Garza

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	W.O. NO.	SUBMITTED VIA
2024-00000164	SEE BELOW	FG	4/17/2024		1304	

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
Mobile Unit	1	Gerling and Associates, Inc. Fast Vac Mobile Unit	280,826.01	280,826.01
Change Order	1	Change included Pharmaceutical refrigerator to refrigerator/freezer combo	2,782.00	2,782.00
Down Payment	-1	Per check number 363643, dated May 2, 2023	84,247.80	-84,247.80
Down Payment	-1	Per check number 369055, dated November 7, 2023	84,247.80	-84,247.80
		TERMS: Due April 17, 2024		
Wire Transfer CF...		ROUTING NUMBER: 241272118 BANK NAME: CFBank 7000 North High St. Worthington, OH 43085 FURTHER CREDIT TO: Gerling and Associates Inc. ACCOUNT NUMBER: 1008403063		

THANK YOU FOR YOUR BUSINESS!	Total	\$115,112.41
------------------------------	--------------	--------------

Make all checks payable to: Gerling and Associates, Inc.

We accept VISA, MASTERCARD & AMERICAN EXPRESS with an added 4% fee.

A service charge of 2% per month on the unpaid balance will be added to all past due accounts.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Linda Coker, Historical Commission Chair

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Historical Commission to provide lunch for the San Marcos High School Advancement Via Individual Determination (AVID) Group and amend the budget accordingly. **BECERRA/COKER**

Summary:

AVID is a program that exposes under-privileged students to the possibilities beyond high school, whether it be college or a trade. For the 2nd year in a row, the Hays County Historical Commission will be hosting the high school AVID group at the Government Center and Courthouse. They will start the day by meeting Justice of the Peace Pct. 1, Place 2 who will give them an overview of the justice part of our government. They will then meet with the Sheriff's Office to tour the 911 area, and the Emergency Management Team. The group will then tour the Government Center as well as the downtown Courthouse.

The Historical Commission would like to provide lunch for approximately 22 students and 3 teachers.

Fiscal Impact:

Amount Requested: \$300

Line Item Number: 001-676-00.5391

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Funding is available within the HC operating budget.

\$300 - Increase Miscellaneous Expense 001-676-00.5391

(\$300) - Decrease Contract Services 001-676-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Michael Torres

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the execution of quotes with Axon Enterprise, Inc. related to the Fleet in-car camera system and Body Worn camera program for the Constable Pct. 2 Office and amend the budget accordingly. **COHEN/TORRES**

Summary:

The Constable's Office was approved to purchase the Fleet & Body cameras with the Officer Safety Plan and Evidence.com during the annual budget process for one new officer. Axon requires all quotes be executed and termed with our master lease agreement pursuant to Sourcewell Contract #010720-AXN.

Fiscal Impact:

Amount Requested: \$12,472.74 - total (fleet and body camera package)
\$4,163.17 - FY24

Line Item Number: 001-636-00.5429/5717_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Move funds within the operating budget to properly record equipment.

\$789 - Increase Law Enforcement Equipment_Ops 001-636-00.5717_400 (Body Camera)

(\$789) - Decrease Software License 001-636-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Sourcewell Contract #010720-AXN.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Axon Quote 1

Axon - OSP Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-480654-45393.932RS

Issued: 04/11/2024

Quote Expiration: 04/23/2024

Estimated Contract Start Date: 05/15/2024

Account Number: 478106

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Hays County Constable Pct. 2 5458 Fm 2770 Kyle, TX 78640-8959 USA	Hays County Constable Pct. 2 712 S. Stagecoach Trail, Suite 1071 San Marcos TX 78666 USA Email:	Brandon Jones Phone: (480) 569-7841 Email: brjones@axon.com Fax:	Patrick Chasse Phone: 512-878-6695 Email: patrick.chasse@co.hays.tx.us Fax: (512) 268-4901

Quote Summary

Program Length	18 Months
TOTAL COST	\$8,479.14
ESTIMATED TOTAL W/ TAX	\$8,479.14

Discount Summary

Average Savings Per Year	(\$1,656.07)
TOTAL SAVINGS	(\$2,484.11)

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$2,900.76	\$0.00	\$2,900.76
Oct 2024	\$5,578.38	\$0.00	\$5,578.38
Total	\$8,479.14	\$0.00	\$8,479.14

Quote List Price: \$5,995.03
 Quote Subtotal: \$8,479.14

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 2 Unlimited								
87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	18m	1	\$549.00	\$256.37	\$256.37	\$0.00	\$256.37
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	18m	2	\$321.84	\$150.29	\$300.58	\$0.00	\$300.58
71088	AXON FLEET 2 - KIT		1	\$1,560.00	\$728.47	\$728.47	\$0.00	\$728.47
72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT		1	\$3,058.00	\$1,427.99	\$1,427.99	\$0.00	\$1,427.99
80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	7m	1	\$47.60	\$22.23	\$22.23	\$0.00	\$22.23
Individual Items								
73125	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION WITH TAP	1m	1	\$136.75	\$5,743.50	\$5,743.50	\$0.00	\$5,743.50
Total						\$8,479.14	\$0.00	\$8,479.14

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 2 Unlimited	71088	AXON FLEET 2 - KIT	1		04/15/2024
Fleet 2 Unlimited	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1		10/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Unlimited	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	05/15/2024	11/14/2025
Fleet 2 Unlimited	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	1	05/15/2024	11/14/2025

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Unlimited	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	1	04/15/2025	11/14/2025

Shipping Locations

Location Number	Street	City	State	Zip	Country
	5458 Fm 2770	Kyle	TX	78640-8959	USA

Payment Details

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term	71088	AXON FLEET 2 - KIT	1	\$249.21	\$0.00	\$249.21
Co-Term	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	\$488.52	\$0.00	\$488.52
Co-Term	73125	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION WITH TAP	1	\$1,964.89	\$0.00	\$1,964.89
Co-Term	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	1	\$7.60	\$0.00	\$7.60
Co-Term	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$102.83	\$0.00	\$102.83
Co-Term	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	1	\$87.71	\$0.00	\$87.71
Total				\$2,900.76	\$0.00	\$2,900.76

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	71088	AXON FLEET 2 - KIT	1	\$479.26	\$0.00	\$479.26
Year 5	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	\$939.47	\$0.00	\$939.47
Year 5	73125	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION WITH TAP	1	\$3,778.61	\$0.00	\$3,778.61
Year 5	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	1	\$14.63	\$0.00	\$14.63
Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	\$197.75	\$0.00	\$197.75
Year 5	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	1	\$168.66	\$0.00	\$168.66
Total				\$5,578.38	\$0.00	\$5,578.38

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/11/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-556647-45394.938RS

Issued: 04/12/2024

Quote Expiration: 03/29/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 478106

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Hays County Constable Pct. 2 5458 Fm 2770 Kyle, TX 78640-8959 USA	Hays County Constable Pct. 2 712 S. Stagecoach Trail, Suite 1071 San Marcos TX 78666 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Erica Lee Phone: (512) 393-2844 Email: erica.lee@co.hays.tx.us Fax: (512) 268-4901

Quote Summary

Program Length	14 Months
TOTAL COST	\$3,993.60
ESTIMATED TOTAL W/ TAX	\$3,993.60

Discount Summary

Average Savings Per Year	\$7,339.32
TOTAL SAVINGS	\$8,562.54

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$1,262.41	\$0.00	\$1,262.41
Oct 2024	\$2,731.19	\$0.00	\$2,731.19
Total	\$3,993.60	\$0.00	\$3,993.60

Quote Unbundled Price:	\$12,556.14
Quote List Price:	\$3,993.60
Quote Subtotal:	\$3,993.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	1	16		\$26.25	\$26.25	\$420.00	\$0.00	\$420.00
M00004	BUNDLE - OFFICER SAFETY PLAN 7	1	14	\$810.51	\$198.90	\$198.90	\$2,784.60	\$0.00	\$2,784.60
A la Carte Hardware									
AB3C	AB3 Camera Bundle	1			\$789.00	\$789.00	\$789.00	\$0.00	\$789.00
Total							\$3,993.60	\$0.00	\$3,993.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	2	1	08/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	1	1	08/01/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CARD CARRIER	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	3	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	3	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	2	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2024
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	10/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2024	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/01/2024	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	73638	AXON STANDARDS - LICENSE	1	09/01/2024	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	73680	AXON RESPOND PLUS - LICENSE	1	09/01/2024	10/31/2025

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	09/01/2024	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	09/01/2024	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	09/01/2024	10/31/2025

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	08/01/2025	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	08/01/2025	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	08/01/2025	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	80464	AXON BODY - TAP WARRANTY - CAMERA	1	08/01/2025	10/31/2025
BUNDLE - OFFICER SAFETY PLAN 7	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	08/01/2025	10/31/2025

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5458 Fm 2770	Kyle	TX	78640-8959	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	1	\$62.05	\$0.00	\$62.05
Year 1	AB3C	AB3 Camera Bundle	1	\$789.00	\$0.00	\$789.00
Year 1	M00004	BUNDLE - OFFICER SAFETY PLAN 7	1	\$411.36	\$0.00	\$411.36
Total				\$1,262.41	\$0.00	\$1,262.41

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00004	BUNDLE - OFFICER SAFETY PLAN 7	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	1	\$357.95	\$0.00	\$357.95
Year 2	M00004	BUNDLE - OFFICER SAFETY PLAN 7	1	\$2,373.24	\$0.00	\$2,373.24
Total				\$2,731.19	\$0.00	\$2,731.19

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Signature

Date Signed

4/12/2024





Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Jeff McGill

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Information Technology office to utilize \$2,519.78 in insurance proceeds related to vehicle repairs and amend the budget accordingly. BECERRA/McGILL

Summary:

The Information Technology office is requesting approval to budget proceeds received from the Texas Association of Counties for repairs to a 2023 Chevrolet Tahoe.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-680-00.4680/.5413

Budget Office:

Source of Funds: TAC Insurance Proceeds

Budget Amendment Required Y/N?: Yes

Comments: TAC is subrogating with at-fault driver's insurance, which may result in additional insurance proceeds.

(\$2,520) - Increase Compensation for Loss 001-680-00.4680

\$2,520 - Increase Vehicle Maintenance & Repair 001-680-00.5413

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$2,519.78 in Compensation for Loss Revenue

Comments:

Attachments

Vehicle Estimate

Vehicle Appraisal Report

Vehicle Claim



On The Go Appraisals

14699 Brown Road
Tomball, TX 77377
Phone: (833) 219-9001
claims@otgappraisals.com

Workfile ID:

258a2436

For:

Texas Association of Counties

Estimate of Record

Owner: Hays County

Job Number:

Written By: OTG APPRAISALS
Adjuster: TANYA, DAVIS, (512) 478-8753 Business

Insured: Hays County
Type of Loss: Collision
Point of Impact: 01 Right Front

Policy #:
Date of Loss: 3/8/2024 12:00 PM

Claim #: Hays County -
APD20240265
Days to Repair: 5

Owner:
Hays County
New Braunfels, TX 78132
(512) 393-2844 Business

Inspection Location:
Contact- Erica Lee
120 Stagecoach Trail
San Marcos, TX 78666
Other
(956) 265-7025 Evening

Repair Facility:

VEHICLE

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

VIN: 1GNSCMKD9PR182205
License: 145-0629
State: TX

Production Date: 10/2022
Odometer: 4,601
Condition: Good

Interior Color:
Exterior Color: black

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Navigation System

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Hands Free Device

Xenon or L.E.D. Headlamps

Positraction

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch

Estimate of Record

Owner: Hays County

Job Number:

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

Privacy Glass

Backup Camera

Front Side Impact Air Bags

Trailer Package

Console/Storage

Parking Sensors

Head/Curtain Air Bags

Running Boards/Side Steps

CONVENIENCE

Remote Starter

Communications System

Estimate of Record

Owner: Hays County

Job Number:

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				3.8	
3	Repl	Lower cover	84865576	1	289.93	Incl.	
4	Repl	Bumper cover w/frt park assist w/o hand free	87813936	1	304.35	Incl.	3.3
5		Add for Clear Coat					1.3
6	Repl	RT Air duct	84834015	1	120.72	Incl.	
7	Repl	Lower molding chrome	84833619	1	123.20	Incl.	
8	Repl	Grille assy LS, COMMERCIAL	85633891	1	693.08	0.4	
9	Repl	License bracket	84699405	1	41.00		
10	#	Repl Park lamp pigtail - per invoice		1			
11	Repl	Impact bar	85652552	1	613.25	0.4	
12		Add for distance sens			m	0.4	
13	Repl	Lower grille	84796507	1	107.87	Incl.	
14	Repl	Filler panel	84834018	1	52.77	Incl.	
15	Repl	Park sensor	84586217	1	61.78	m Incl.	0.2
16		Add for Clear Coat					0.1
17	Repl	RT Guide	85594226	1	14.85	0.1	
18		FRONT PANELS					
19	Repl	Front panel	87864519	1	232.73	0.5	
20	Repl	Upper shutter 5.3 & 6.2 liter Tahoe	87864517	1	454.25	m 0.6	
21		FENDER					
22	*	Rpr RT Fender				2.5	2.2
		Note: blend w/in panel					
23		Add for Clear Coat					0.9
24	R&I	RT Fender liner w/o Z71, Police, SSV				0.3	
25		MISCELLANEOUS OPERATIONS					
26	#	Repl Corrosion protection		1	12.00	T	
27	#	Rpr Color sand and buff					0.5
28	#	Color tint / color match		1			0.5
29	#	Repl Cover Car		1	10.00	T 0.2	
30	#	Subl Hazardous waste removal		1	5.00		
31	#	pre scan		1		1.0 M	
32	#	post scan		1		1.0 M	
SUBTOTALS					3,136.78	11.2	9.0

NOTES

Prior Damage Notes:
none

Estimate of Record

Owner: Hays County

Job Number:

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,114.78
Body Labor	9.2 hrs	@	\$ 65.00 /hr	598.00
Paint Labor	9.0 hrs	@	\$ 65.00 /hr	585.00
Mechanical Labor	2.0 hrs	@	\$ 125.00 /hr	250.00
Paint Supplies	9.0 hrs	@	\$ 50.00 /hr	450.00
Miscellaneous				22.00
Subtotal				5,019.78
Total Cost of Repairs				5,019.78
Deductible				2,500.00
Total Adjustments				2,500.00
Net Cost of Repairs				2,519.78

MyPriceLink Estimate ID / Quote ID:

1197987970263556096 / 134889274

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SUPPLEMENTS*****SUPPLEMENTS*****SUPPLEMENTS*****SUPPLEMENTS*****SUPPLEMENTS

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Owner: Hays County

Job Number:

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

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CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



On the Go Appraisals
 4207 Joshua Ct.
 Montgomery, TX 77316
 Phone (833) 219-9001
 Email claims@otgappraisals.com

APPRAISAL REPORT - FILE # 3193240				
COMPANY		VEHICLE OWNER		
Company	Texas Association of Counties	Name	Hays County	
Adjuster	Tanya Davis	Address		
Claim Number	Hays County - APD20240265-1	City	New Braunfels	
Policy Number		State	TX	
Deductible	2500	Zip	78132	
Insured Name	Hays County	Mobile Phone	(512) 393-2844	
Date of Loss	March 8, 2024	Home Phone		
Date Contacted		Work Number		
Date Inspected	March 13, 2024	Email	erica.lee@co.hays.tx.us	
Loss Type	Collision			
Claim For	Insured			
Assignment Type	Repairable			
Appraiser	Kathy Barton			
VEHICLE INFO		VEHICLE LOCATION		
Year	2023	Location	With Owner	
Make	Chevrolet	Location Name	Contact- Erica Lee	
Model	Tahoe LS	Address	120 Stagecoach Trail	
VIN	1GN5CMKD9PR182205	City	San Marcos	
License Plate	145-0629	State	TX	
Color	black	Zip	78666	
Mileage	4601	Phone	(956) 265-7025	
Driveable	Yes	Fax		
TIRE INFORMATION				
	Tire Make	Size	Tread Depth	
Left Front				
Right Front				
Left Rear				
Right Rear				
TOWING & SALVAGE		TOTAL LOSS		
Towing Charges	\$ 0.00	Total Loss	No	
Lien Fee	\$ 0.00	Driveable	Yes	
Admin Fee	\$ 0.00	Total Loss Valuation		
Other Charges	\$ 0.00	Request #		
Storage Fee (per day)	\$ 0.00	Valuation Amount / TL %	\$0.00 /	
Storage Since		NADA Value / TL %	\$0.00 /	
ESTIMATE		SALVAGE BIDS		
Appraisal Amount	\$ 5019.78	Salvage Yard / Contact	Phone	Amount
UPD Amount	\$ 0.00	/		0.00
Betterment Amount	\$ 0.00	/		0.00
Deductible	\$ 2500	/		0.00
Net Total	\$ 2,519.78			
Agreed Price				

Agreed By		REPAIR SHOP INFO	
Days to Repair	5	Location Name	
Estimate Released	No	Address	
Supplement #1	0.00	City State Zip	
Supplement #2	0.00	Phone	
Supplement #3	0.00	Fax	
Supplement #4	0.00	Email	
Supplement #5	0.00	TIN	

Appraiser Comments

03/14/24 Inspection completed at city location with vehicle driver present. Vehicle is in average condition and is repairable. Damages are to the right front - bumper, absorber, rebar, trim, grille, rt headlamp, rt side marker pigtail, bumper brackets, rt fender, shutter, front panel support. There are likely additional damages behind the radiator/ bumper after a complete teardown and inspection. A copy of this estimate has been released to the owner of record. Please allow at least 5 days for repairs, additional if more damages are found. If there are questions please call. Thank you for choosing OTG Appraisals!!



On The Go Appraisals

14699 Brown Road
Tomball, TX 77377
Phone: (833) 219-9001
claims@otgappraisals.com

Workfile ID:

258a2436

For:

Texas Association of Counties

Estimate of Record

Owner: Hays County

Job Number:

Written By: OTG APPRAISALS
Adjuster: TANYA, DAVIS, (512) 478-8753 Business

Insured: Hays County
Type of Loss: Collision
Point of Impact: 01 Right Front

Policy #:
Date of Loss: 3/8/2024 12:00 PM

Claim #: Hays County -
APD20240265
Days to Repair: 5

Owner:
Hays County
New Braunfels, TX 78132
(512) 393-2844 Business

Inspection Location:
Contact- Erica Lee
120 Stagecoach Trail
San Marcos, TX 78666
Other
(956) 265-7025 Evening

Repair Facility:

VEHICLE

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

VIN: 1GNSCMKD9PR182205
License: 145-0629
State: TX

Production Date: 10/2022
Odometer: 4,601
Condition: Good

Interior Color:
Exterior Color: black

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Navigation System

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Hands Free Device

Xenon or L.E.D. Headlamps

Positraction

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch

Owner: Hays County

Job Number:

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

Privacy Glass	Backup Camera	Front Side Impact Air Bags	Trailer Package
Console/Storage	Parking Sensors	Head/Curtain Air Bags	Running Boards/Side Steps
CONVENIENCE	Remote Starter	Communications System	

Estimate of Record

Owner: Hays County

Job Number:

2023 CHEV Tahoe LS 4D UTV 8-5.3L Gasoline Direct Injection black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				3.8	
3	Repl	Lower cover	84865576	1	289.93	Incl.	
4	Repl	Bumper cover w/frt park assist w/o hand free	87813936	1	304.35	Incl.	3.3
5		Add for Clear Coat					1.3
6	Repl	RT Air duct	84834015	1	120.72	Incl.	
7	Repl	Lower molding chrome	84833619	1	123.20	Incl.	
8	Repl	Grille assy LS, COMMERCIAL	85633891	1	693.08	0.4	
9	Repl	License bracket	84699405	1	41.00		
10	#	Repl Park lamp pigtail - per invoice		1			
11	Repl	Impact bar	85652552	1	613.25	0.4	
12		Add for distance sens			m	0.4	
13	Repl	Lower grille	84796507	1	107.87	Incl.	
14	Repl	Filler panel	84834018	1	52.77	Incl.	
15	Repl	Park sensor	84586217	1	61.78	m Incl.	0.2
16		Add for Clear Coat					0.1
17	Repl	RT Guide	85594226	1	14.85	0.1	
18		FRONT PANELS					
19	Repl	Front panel	87864519	1	232.73	0.5	
20	Repl	Upper shutter 5.3 & 6.2 liter Tahoe	87864517	1	454.25	m 0.6	
21		FENDER					
22	*	Rpr RT Fender				2.5	2.2
		Note: blend w/in panel					
23		Add for Clear Coat					0.9
24	R&I	RT Fender liner w/o Z71, Police, SSV				0.3	
25		MISCELLANEOUS OPERATIONS					
26	#	Repl Corrosion protection		1	12.00	T	
27	#	Rpr Color sand and buff					0.5
28	#	Color tint / color match		1			0.5
29	#	Repl Cover Car		1	10.00	T 0.2	
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Assignment Info

File # : 3193240

Claim # : Hays County - APD20240265-1

Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

vin _1



File Name / Description:

lt_frt



Assignment Info

File # : 3193240

Claim # : Hays County - APD20240265-1

Date : 03/15/2024

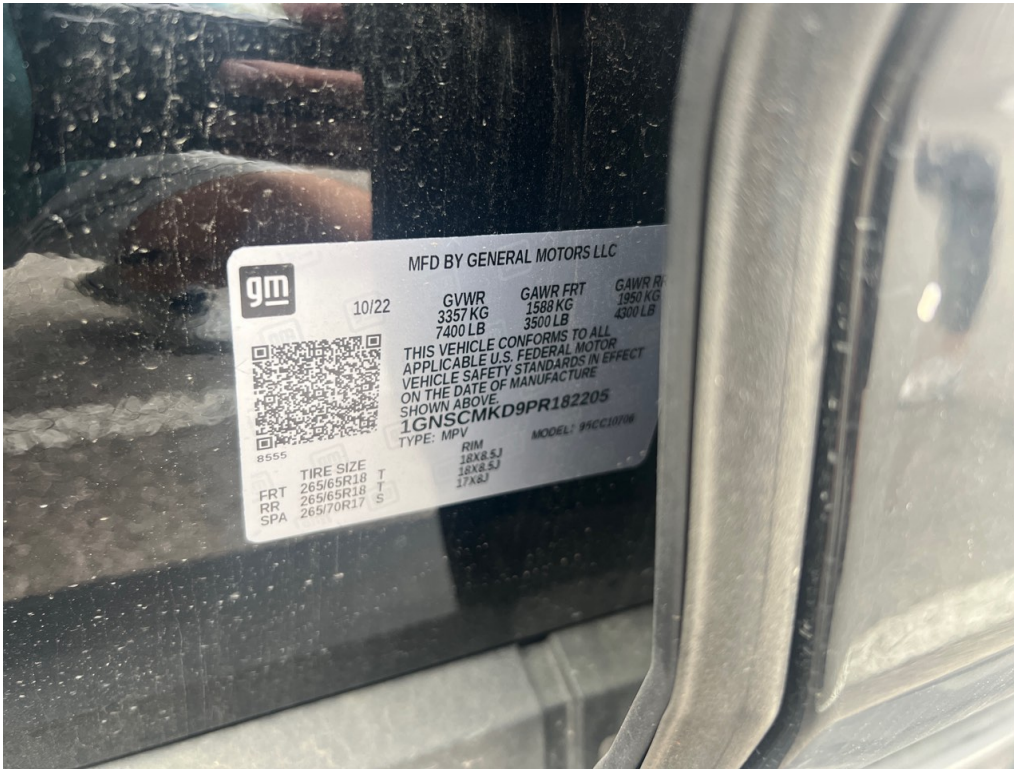
On the Go Appraisals

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Montgomery, TX 77316

Phone (833) 219-9001

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File Name / Description:

vin



File Name / Description:

int



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Montgomery, TX 77316

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File Name / Description:

odom



File Name / Description:

rt_frt_dmg_1_1



Assignment Info

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Montgomery, TX 77316

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File Name / Description:

rt_frt



File Name / Description:

rt_rear



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Email claims@otgappraisals.com



File Name / Description:

lt_rear



File Name / Description:

lp



Assignment Info

File # : 3193240

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On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

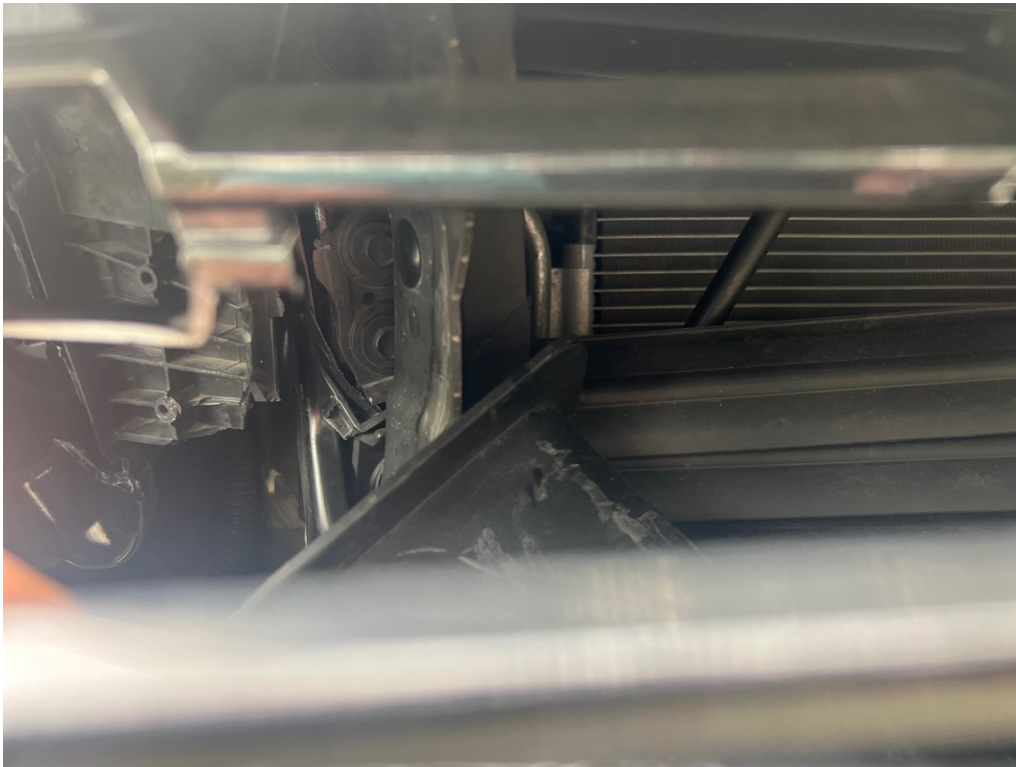
Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

rt_frt_dmg_



File Name / Description:

rt_baffle_and_shutter



Assignment Info

File # : 3193240

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Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

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Email claims@otgappraisals.com



File Name / Description:

shutter



Assignment Info

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Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

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File Name / Description:

rebar_dmg_absorber_



Assignment Info

File # : 3193240

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Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

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File Name / Description:
shutter_area



Assignment Info

File # : 3193240

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Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

rt_headlamp



File Name / Description:

rt_fender_rolled_



Assignment Info

File # : 3193240

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Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

rt_fender_



File Name / Description:

rt_side_dmg



Assignment Info

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Date : 03/15/2024

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4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

connector_for_reflector_dmg



File Name / Description:

grille



Assignment Info

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4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

rt_frt_dmg



File Name / Description:

rt_frt_dmg _1



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On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

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File Name / Description:

bumper



File Name / Description:

rt_side_sensor



Assignment Info

File # : 3193240

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Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

lower_cover



File Name / Description:

center_insert_dmg



Assignment Info

File # : 3193240

Claim # : Hays County - APD20240265-1

Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

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File Name / Description:

lower_chrome_and_cover



File Name / Description:

sensor



Assignment Info

File # : 3193240

Claim # : Hays County - APD20240265-1

Date : 03/15/2024

On the Go Appraisals

4207 Joshua Ct.

Montgomery, TX 77316

Phone (833) 219-9001

Email claims@otgappraisals.com



File Name / Description:

bumper_dmg_sensor_dmg



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Tanya Davis
TanyaD@county.org
512-478-8753

March 11, 2024

Via E-mail: shari.miller@co.hays.tx.us

Ms. Shari Miller

Hays County HR Director

& Risk Management Pool Coordinator

712 S. Stagecoach Trail, Suite 1063

San Marcos, TX 78666-5534

RE TAC RMP Claim #: APD20240265-1
 Member: Hays County
 DOL: 03/08/2024
 Vehicle: 2023 Chevrolet Tahoe
 VIN #: 1GNSCMKD9PR182205
 Member Driver: Jose Garcia

Dear Ms. Miller:

This correspondence acknowledges our receipt of the above-referenced matter that was recently submitted to the Texas Association of Counties Risk Management Pool, ("TAC RMP") for coverage consideration under your Auto Physical Damage Coverage Document(s).

The handling of this claim has been assigned to **Tanya Davis**.

Your TAC RMP claims examiner will expeditiously contact all known parties to this claim. If you have any questions, your claims examiner may be reached by dialing **(800) 456-5974** or by email to **TanyaD@county.org**.

Sincerely,

Texas Association of Counties
Risk Management Services
Claims Department



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item

Authorize the submission of a grant application to the Texas Parks and Wildlife Department, Bird Conservation Grant Project in the amount of \$5,000.00. **SHELL/T.CRUMLEY**

Summary

The proposed grant project at Jacob's Well Natural Area aims to restore native plants and improve bird populations. Activities include replacing bird feeders, planting native plants, and installing smart feeders. Additionally, educational materials will be purchased to enhance the Nature Center exhibits, focusing on bird identification, common bird eggs and a turkey birding trunk for educational purposes. No match is required.

Attachments

Budget
Application

Item	Item Count	
Globe Cage Feeder - Squirrel proof	2	89.99
Metal Squirrel Proof Bird Feeder	2	79.98
Gray Bunny Wild Bird Feeder - Squirrel Proof	2	55.98
Bird Feeder Pole	2	77.7
Lyric Fine Tunes Wild Bird Seed - no waste	5	79.95
Wagner's 82056 Gourmet Waste Free Wild Bird Food	5	61.65
Songbird Selections - wild bird seed waste-free	5	159.95
Nyjer Songbird Seed	5	129.95
Hummers and Singers seed mix	5	299.95
Little Bluestem seeds	2	38
Native flowers	14	125.86
Native Vines	6	2.4
Native grasses	10	25
Native shrub	7	98
North American Eggs Display	1	419.94
Eggs of North American Raptors	1	200.94
North American Bird Feather Replica	1	34.95
Nests and Eggs: Cornell Lab Pocket Guide	5	49.75
Bird Feeders and Food: Cornell Lab Pocket Guide	5	49.75
Birding 101: Cornell Lab Pocket Guide	10	99.5
Field Guide to North American Bird Nests	2	49.9
Soliom BF08 Metal Smart Feeder camera - Solar	1	239.99
Bird Mount Baffle for Soliom BF08 Smart Feeder	1	9.99
128gb Micro sd card	2	35.88
Game Camera	1	149.99
Squirrel Baffle	2	65.98
Phone Mount	1	68.49
Bushnell Falcon 10 x 50 Wide Angle Binoculars	15	524.85
Turkey Call Button Pusher	10	249.9
Turkey Lifecycle and Anatomy cards	1	6.3
Turkey Tail Feathers	1	11.99
Turkey Wing Feathers	1	11.99
Great Horned Owl Skull Replica	1	137
Great Blue Heron Skull Replica	1	183
Blue Jay Skull Replica	1	109
Robin Skull Replica	1	109
Red-tailed Hawk Skull Replica	1	155
Hummingbird Skull Replica	1	87
Wild Turkey Skull Replica	1	45
Woodpecker Skull Replica	1	144

Total : 457

Conservation Grant Project Proposal

Basic Project Information

Project Title: Flight and Flora at Jacob's Well Natural Area:

Enhancing Birding Through Nature

Project Budget Requested (details provided below): \$5,000

Project Organization: Hays County

Mailing Address: 101 Thermon Dr

City, State Zip: San Marcos, TX 78666

Website: www.hayscountytexas.com

Contact Person for Inquiries on Proposal: Simone Corprew

Contact Phone Number: 512 749 1161

Contact Email: simone.corprew@co.hays.tx.us

Additional Project Partners (if applicable):

Conservation Actions (*pick all that apply*):

☒ *Restoration/Creation of new habitat*

☐ *Acquisition*

☒ *Enhancement/Education/Interpretation*

Region of Texas where Project is Located ([see map](#)):

☐ Lower Texas Coast

☒ Heart of Texas East

☐ Central Texas Coast

☐ Heart of Texas West

☐ Upper Texas Coast

☐ Panhandle Plains

☐ Prairies and Pineywoods East

☐ Far West Texas

☐ Prairies and Pineywoods West

General description of project, including objective and how it will be achieved (note: max. 1000 characters):

Our project is at Jacob's Well Natural Area, a place that was historically grazeland and an RV park. We are working to restore native plants for ecosystem recovery and bird population resiliency. The majority of the project will take place at our Birding Station.

The first part of our project will include replacing bird feeders that are squirrel and racoon proof, planting native plants and seeds, installing a smart feeder to capture more species without solely relying on visitor data, and installing phone and binocular stands for viewers to help submit data.

The second part is to purchase educational materials to enhance our Nature Center exhibits and will be used to teach visitors about binoculars, identifying birds, proper bird feeders for targeting species, and showcasing common bird eggs. This will include a turkey birding trunk that can be used for field trips, special events, or loaning out to other educators.

Priority habitats, important avian sites, and/or priority species benefited, including acreages where applicable (note: max. 500 characters):

Our park is nestled within a priority habitat in the Edwards Plateau region inside the Cypress Creek Watershed characterized by a rich and diverse ecological landscape. The birding station is an ideal location for observing and studying avian biodiversity. This area is in the migratory pathway for many species. The vegetation includes native grasses such as little bluestem and switchgrass, providing essential cover and foraging opportunities for ground-feeding birds like sparrows and quails. Additionally, scattered shrubs like Texas Sage, Agarita, and Yaupon offer nesting sites and food sources for songbirds. The presence of oak and cedar trees further enhance the habitat, attracting woodpeckers, warblers, and other tree-dwelling species.

Species of greatest conservation need reported on the property (from official conservation list)

Golden-cheeked Warbler
Rufous-crowned Sparrow
Red-shouldered Hawk
Chuck-will's Widow
Lark Sparrow
Northern Bobwhite
Yellow-throated Warbler
American Kestrel
Wood Thrush
Painted Bunting
Summer Tanager
Dickcissel
Field Sparrow
Bewick's Wren
Black-capped Vireo

Proposed Project Completion Date:

January 11th, 2025

Physical location of project site (GPS coordinates or attached map):



Jacob's Well Natural Area is about 84 acres.

Area of restoration at and around Birding Station is 1.62 acres.

The area of the Birding Station itself is 0.1 acres and is at coordinates [30.036044, -98.126740](#)

Budget Information*

Total Project Budget (grant + additional funding/donations needed to fulfill project in a simple spreadsheet, including a separate line item for each aspect of the project; add additional lines as needed):

___ \$10,000

x \$5,000

___ \$1,000

Item description	Birding Classic Grant Funds	Additional Funding or In-kind Donation (source of funding/donation in parentheses)
Please see attached Excel Sheet		

* Budget may not include purchase of capital equipment or staff salaries. Up to 50% of grant **may be** used for specialized contract labor associated with the project.

Additional notes about contributions from funding partners, if applicable (use of existing equipment, tools, staff, etc.):

This project will be fulfilled by the staff members of the Hays County Parks Department. We do have access to hand and power tools as well as gardening equipment and water buffalos.

Please describe any plans you have to seek matching funds from other sources:

N/A.

Expected Results and Benefit:

Provide a brief statement of how the success of this project will be measured and monitoring plans associated with the project. Examples include: successfully addressing threats to habitat, educating the public, diverting human access to allow for habitat restoration, bird counts, checklist development, etc. (note: max. 1000 characters):

With the help of restoring and enhancing the Birding Station, we aim to increase the overall population counts of more uncommon birds or those that are listed in the area of concern and help teach people to better identify birds. The new bird seed will serve as food for targeted species and will act as a placeholder while the new plants develop or are out of season. This place is a haven for birds year-round and during the migratory season as the surrounding area is under continuous development with an increasing population. We expect to see an increase in bird counts and the use of our nesting boxes.

Provide description of avian monitoring and/or conservation measurement technique(s) used to evaluate this project (see project criteria for examples):

With the help of visitors, staff, volunteers, and the new Smart Feeder, we will continue to collect data on species seen or heard on the property. We have a birding observation log and have a record of at least 98 different species seen within Jacob's Well Natural Area since our first data was collected in 2018. Overall, we have a total of over 7600 individual bird sightings. The data is used to create educational materials such as graphs and tables as well as both temporary and permanent signage. The data will continue to be logged weekly into our Birding database and compiled monthly. The Smart Feeder data will be collected and logged weekly. Through volunteer efforts, we will continue to monitor the 11 Bluebird nesting boxes in the park. We will monitor the growth and germination of newly planted seeds and transplants within the Birding Station logging data using Excel and by taking photos- paying special attention to when they go to seed and if the birds are utilizing them for food or shelter.

Each weekend the Nature Center is open where people are able to learn through staff members or interacting with various exhibits. We also plan to host a birding event to teach people about birding conservation, how to use binoculars, and provide information about proper bird feeders and seed.

Submit Project Proposal by 9:00am May 1, 2024, via email attachment or snail mail to shelly.plante@tpwd.texas.gov or Shelly Plante, Texas Parks and Wildlife, 4200 Smith School Road, Austin, TX 78744



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T.CRUMLEY/JONES

Sponsor:

Judge Becerra

Agenda Item:

Authorize the acceptance of a budget amendment to the Office of the Governor, State Homeland Security Grant Program, Urban Area Security Initiative, CERT Enhancement Project and amend the budget accordingly.

BECERRA/CRUMLEY/JONES

Summary:

This budget amendment does not add or remove funds from the grant budget. The original budget allowed for the purchase of one Generac LED lighting tower priced at \$8,000. The Office of Emergency services has requested a budget amendment that would allow for the purchase of 2 used Allmand towable light towers priced at \$3,400 each for a total of \$6,800. The equipment has been inspected and certified in good condition. The additional \$1,200 will be allocated towards the purchased of CERT quick series field guides.

Grant number 4898301

Contract period 10/01/2023 - 9/30/2024

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-99-204]

Budget Office:

Source of Funds: CAPCOG Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,200 - Increase Printing 001-656-99-204.5461

\$6,800 - Increase Misc. Equipment_Operating 001-656-99-204.5719_400

(\$8,000) - Decrease Misc. Equipment_Capital 001-656-99-204.5719_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: follow procurement guidelines

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Amended Budget

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** CPR - Hays County CERT Enhancement**Status:** Active Grant**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-03-LTPA Lighting, Portable Area Illumination	2 2012 Allmand 8KW Towable Light Tower Kubota Diesel Engine priced at \$3,400 each. Units have been inspected and certified. Portable light unit will be used by CERT Team and partners in response to local emergencies/disasters. 2 items priced at \$3,400 each for a total of \$6,800.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00	2
Supplies and Direct Operating Expenses	21GN-00-CCEQ Equipment, Citizen Corps	Purchase of 57 CERT backpacks priced at \$65 each for a total of \$3,705 (\$3,656 in OOG Grant funds)	\$3,656.00	\$0.00	\$0.00	\$0.00	\$3,656.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies (Training)	100 CERT Quick Series Field Guides. Field Guides. Pocket guides to be used by CERT members at disaster relief sites for general guidance on topics such as search and rescue. 100 guides priced at \$12 each	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0

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



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a no-cost extension, Amendment #3 to the Department of State Health Services (DSHS) COVID-19 Health Disparities grant contract. **INGALSBE/CRUMLEY**

Summary:

This is the third amendment to the DSHS COVID-19 Health Disparities grant contract. This amendment does not add funds or change the grant budget. The amendment changes the contract end date from May 31, 2024 to a revised date of May 31, 2026.

Contract Number HHS001057600024

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-155]

Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant extension will be budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: To be certified during the annual budget process.

Comments:

Attachments

Amendment 3

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001057600024
AMENDMENT NO. 3**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”), a pass-through entity, and **HAYS COUNTY HEALTH DEPARTMENT** (“**GRANTEE**”), collectively referred to as the “**Parties**” to that certain grant contract to provide funding for the Health Disparities Grant, effective September 14, 2021, and denominated DSHS Contract No. HHS001057600024 (the “**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, DSHS desires to extend the Contract term without adding any additional funds to the Contract, revise the Statement of Work to continue the reporting dates for the extended term, and incorporate the current versions of the HHS Uniform Terms and Conditions and Contract Affirmations.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **ARTICLE III, DURATION**, of the Contract is amended to reflect a revised termination date of May 31, 2026.
2. The Contract is amended to add **ARTICLE IX, FUNDING AND NOTICE TO PROCEED**, to the Contract:

IX. FUNDING AND NOTICE TO PROCEED

Funding for this Contract is dependent upon the approval from the Centers for Disease Control and Prevention. Grantee may not incur expenditures beyond May 31, 2024, until DSHS issues a Notice to Proceed to Grantee. Any expenditures made beyond the aforementioned date in this Article absent a Notice to Proceed will be at Grantee’s sole risk.

3. **ATTACHMENT A-3, REVISED STATEMENT OF WORK (JUNE 1, 2024 – MAY 31, 2026)** is added to the Contract.
4. **ATTACHMENT C-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.2**, is deleted in its entirety and replaced with **ATTACHMENT C-2, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.3**.
5. **ATTACHMENT D-1, HHS CONTRACT AFFIRMATIONS, v. 2.2**, is deleted in its entirety and replaced with **ATTACHMENT D-2, HHS CONTRACT AFFIRMATIONS, v. 2.3**.
6. **ATTACHMENT F-1, FFATA CERTIFICATION FORM**, is added to the Contract.

7. The following Attachments are attached hereto and are incorporated as part of the Contract for all purposes:

ATTACHMENT A-3	REVISED STATEMENT OF WORK (JUNE 1, 2024 – MAY 31, 2026)
ATTACHMENT C-2	HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.3
ATTACHMENT D-2	HHS CONTRACT AFFIRMATIONS, v. 2.3
ATTACHMENT F-1	FFATA CERTIFICATION FORM

8. This Amendment No. 3 shall be effective as of the date of the last signature.
9. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.
11. Each Party represents and warrants that the person executing this Amendment No. 3 on its behalf has full power and authority to enter into this Amendment No. 3.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001057600024**

DEPARTMENT OF STATE HEALTH SERVICES

**HAYS COUNTY HEALTH
DEPARTMENT**

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENTS FOLLOW

ATTACHMENT A-3
REVISED STATEMENT OF WORK
(JUNE 1, 2024 – MAY 31, 2026)

I. PURPOSE

System Agency will work with Grantee to address health disparities through community engagement and building sustainable relationships.

II. GRANTEE RESPONSIBILITIES

A. Grantee must align project activities to address the following:

1. **Infrastructure:** Identify the staffing (workforce) infrastructure already in place or to be hired, to engage targeted communities disproportionately impacted by health disparities, and build sustainable relationships in those targeted communities.
2. **Community Engagement:** Identify and engage with the communities in Grantee's jurisdiction most severely impacted by health disparities. Grantee must:
 - i. Establish rapport and develop relationships by spending time in the targeted community and building trust.
 - ii. Listen to community needs by attending community events (e.g., town halls, listening sessions, interviews, and focus groups). The frequency of those meetings will be identified in the Grantee workplan.
 - iii. Develop a sustainability plan to stay engaged with the community after funding ends. Sustainability plan must be submitted to System Agency within thirty (30) days of completing grant activities and no later than May 31, 2026.
3. **Partnership Directory:** Build sustainable relationships in targeted communities disproportionately impacted by health disparities. Grantee must:
 - i. Identify and engage with new and existing community partners to address health disparities (e.g., hospitals, clinics, federally qualified health centers, community and faith-based organizations, and social service agencies).
 - ii. Build cross-sector partnerships (e.g., public health, health care, and social services) by meeting with identified partners. The frequency of those meetings will be identified in Grantee's workplan.
 - iii. Document community partners by creating a list of partners interested in working on and addressing health disparities initiatives. This list will be shared with System Agency through the Smartsheet-based Partnership Directory Intake Form.

B. Grantee will submit a workplan within thirty (30) days of Amendment No. 3 effective date to System Agency outlining activities to be conducted through May 31, 2026, and how they will be accomplished. System Agency will provide templates and technical assistance.

C. Grantee must identify Grantee staff (new and existing) who will be leads for the Contract. Any changes to these staff members must be reported to System Agency in the monthly program report.

- D. Grantee must participate in and attend System Agency meetings and trainings as deemed necessary by System Agency after Contract execution. This includes brief evaluation activities, such as surveys and short interviews.
- E. Grantee must submit a monthly program report on the report template to be provided by System Agency by the 15th of each month for the previous month's activities. Submit reports through the Smartsheet form provided by System Agency.
- F. Grantee must submit at least two (2) success stories in accordance with the below schedule. System Agency will provide templates and technical assistance.
 - 1. Success Story draft due March 1, 2025, with final draft due May 31, 2025.
 - 2. Success Story draft due March 1, 2026, with final draft due May 31, 2026.
- G. Grantee must consult with System Agency on peer-reviewed publications resulting from this contract prior to submission and provide opportunity for review. Note: Publications are not a requirement of this statement of work.
- H. Grantee may not use funds for the following:
 - 1. Construction, research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible;
 - 2. Advertising or promoting the COVID-19 vaccine;
 - 3. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
 - 4. The salary or expenses of any grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or executive order proposed or pending before any legislative body.

III. PERFORMANCE MEASURES

System Agency will monitor Grantee's performance of the requirements in this Attachment and compliance with the Contract's terms and conditions.

IV. INVOICE AND PAYMENT

- A. Grantee will request payments by using the State of Texas Purchase Voucher (Form B-13) at <https://www.dshs.texas.gov/hivstd/contractor/cmsforms.shtm?terms=B-13>. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and cmsinvoice@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then Grantee will reimburse System Agency for that cost.
- D. Grantee will submit the Financial Status Report (FSR-269A) at four (4) reporting intervals during the contract term. The FSR's will be submitted bi-annually as outlined below and in alignment with the contract term of this renewal. The bi-annual periods are as follows:

Reporting Period	Due Date
June 1 through November 30, 2024	December 31, 2024
December 1, 2024, through May 31, 2025	July 1, 2025
June 1 through November 30, 2025	December 31, 2025
December 1, 2025, through May 31, 2026	July 1, 2026

Invoices must be submitted monthly to prevent delays in subsequent months. Even if Grantee does not incur expenses for a month, Grantee is still required to submit timely "zero dollar" invoices. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. Grantee must submit a final close-out invoice and final FSR no later than thirty (30) days following the end of the term of the Contract. Invoices received more than thirty (30) days following the end of the term of the Contract are subject to denial of payment.



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.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001057600024
Attachment D2 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)



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: 51254DB123CD4BBF952A73D2DE6DC843		Status: Sent
Subject: Please DocuSign: HHS001057600024, Hays County, OHDP/LHD A-3		
Source Envelope:		
Document Pages: 50	Signatures: 0	Envelope Originator: CMS Internal Routing Mailbox 11493 Sunset Hills Road #100 Reston, VA 20190 CMS.InternalRouting@dshs.texas.gov IP Address: 160.42.208.21
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
4/15/2024 9:17:43 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
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Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 4/15/2024 9:22:44 PM
Susana Garcia Susana.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephen Pont Stephen.Pont@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

Carbon Copy Events	Status	Timestamp
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2024 9:22:43 PM
Michael Avina michael.avina@dshs.texas.gov Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2024 9:22:43 PM
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	COPIED	Sent: 4/15/2024 9:22:42 PM Viewed: 4/16/2024 8:40:00 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2024 9:22:43 PM
Payment Events	Status	Timestamps



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the submission of a grant application to the Department of Justice, Connect and Protect, Law Enforcement Behavioral Health Response Program in the amount of \$62,250.00 with a county cash match of \$16,598.00.

INGALSBE/T.CRUMLEY

Summary:

The Hays County Mental Health Unit is excited to expand its mental health expertise by attending local and national conferences dedicated to this topic. By participating in these conferences, deputies will gain valuable information and stay updated on best practices in mental health care. Upon completing the training, these deputies will share their knowledge with other deputies within the Hays County Mental Health Unit. The application is not complete at this time. The grant is due May 1, 2024. Once the application is complete and approved for submission, the full application will be uploaded to the next commissioner's court on May 7, 2024.

Fiscal Impact:

Amount Requested: \$16,598

Line Item Number: TBD

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: No

Comments: If awarded, cash match will have to be identified and budgeted.

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

SF-424 Form

SF-LLL Form

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

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OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-BJA-2024-171967
Opportunity Title:	BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program
Opportunity Package ID:	PKG00284752
CFDA Number:	16.745
CFDA Description:	Criminal and Juvenile Justice and Mental Health Collaboration Program
Competition ID:	
Competition Title:	
Opening Date:	02/06/2024
Closing Date:	05/01/2024
Agency:	Bureau of Justice Assistance
Contact Information:	National Criminal Justice Reference Service Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01285074
Application Filing Name:	Hays County Mental Health - Sheriff's Office
UEI:	RH4DFY1GC2R3
Organization:	HAYS COUNTY IT
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Apr 16, 2024 12:31:51 PM EDT
Form State:	No Errors

FORM ACTIONS:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

Hays County Mental Health

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Hays County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-6002241

*** c. UEI:**

RH4DFY1GC2R3

d. Address:

*** Street1:**

101 Thermon Dr

Street2:

*** City:**

San Marcos

County/Parish:

Hays

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

78666-5999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Ashton

Middle Name:

*** Last Name:**

Pecina

Suffix:

Title:

Grants Coordinator

Organizational Affiliation:

Hays County

*** Telephone Number:**

5123932209

Fax Number:

*** Email:**

ashton.pecina@co.hays.tx.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.745

CFDA Title:

Criminal and Juvenile Justice and Mental Health Collaboration Program

* 12. Funding Opportunity Number:

O-BJA-2024-171967

* Title:

BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

The purpose of this grant application is to unite the Hays County Sheriff's Office Mental Health Officers together to further their education on this matter.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant TX-25

* b. Program/Project TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024

* b. End Date: 10/01/2027

18. Estimated Funding (\$):

* a. Federal	550,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	110,000.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	660,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

* Email: judge.becerra@co.hays.tx.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

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Workspace ID:	WS01285074
Application Filing Name:	Hays County Mental Health - Sheriff's Office
UEI:	RH4DFY1GC2R3
Organization:	HAYS COUNTY IT
Form Name:	Disclosure of Lobbying Activities (SF-LLL)
Form Version:	2.0
Requirement:	Mandatory
Download Date/Time:	Apr 16, 2024 12:31:54 PM EDT
Form State:	No Errors

FORM ACTIONS:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Hays County"/> * Street 1: <input type="text" value="101 Thermon Dr"/> Street 2: <input type="text"/> * City: <input type="text" value="San Marcos"/> State: <input type="text" value="TX: Texas"/> Zip: <input type="text" value="78666"/> Congressional District, if known: <input type="text" value="25"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text" value="Department of Justice"/>	7. * Federal Program Name/Description: <input type="text" value="Criminal and Juvenile Justice and Mental Health Collaboration Program"/> CFDA Number, if applicable: <input type="text" value="16.745"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix <input type="text"/> * First Name <input type="text" value="Ruben"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Becerra"/> Suffix <input type="text"/> Title: <input type="text" value="County Judge"/> Telephone No.: <input type="text" value="5123932205"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

CRUMLEY/BROWN

Sponsor:

Judge Becerra

Agenda Item

Authorize the submission of a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Outpatient Therapy grant program in the amount of \$402,913.00.

BECERRA/CRUMLEY/BROWN

Summary

If awarded, funds would allow for the creation of an Assisted Outpatient Treatment program in which the Mental Health Court would collaborate with Hill Country MHDD - the local mental health authority - to provide services for individuals. Funds would be awarded for one year with the possibility of funding for future years. There is no match required for this program.

Attachments

AOT Budget
Grant Narrative
SF-424

Applicant/Recipient Hays County			Application/Award Number		
Project Title:		Hays County Assisted Outpatient Treatment Program			
		Start Date	End Date	Budget Year	
Budget Period:		08/01/2024	07/31/2025	1	

For Multi-Year Funded (MYF) awards only
(not applicable to new applications for funding) ☐
 Check the box to select the Incremental Period

COST SHARING AND MATCHING

Matching Required: ☐ YES ☒ NO

A. Personnel

Line Item #	Position	Name	Key Position per the NOFO	Check if Hourly Rate	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Staff	Annual Salary	% Level of Effort (LOE)	Personnel Cost	
1	Assisted Outpatient Treatment Program Administrator	TBD	<input checked="" type="checkbox"/>	<input type="checkbox"/>			1	\$56,374	100.00%	\$56,374	\$56,374
TOTAL										\$56,374	\$56,374

Line Item #	Personnel Narrative:						
1	Assisted Outpatient Treatment Program	TBD	Key Personnel	Salary \$56,374	# of Staff 1	LOE 100.00%	Personnel Cost \$56,374
	Assisted Outpatient Treatment Program Administrator to be employed by Hays County. This position will coordinate and supervise the staff and daily operation of the AOT program and will develop policies, goals, and objectives effecting participants in the AOT program. The Program Administrator will be responsible for coordination of meetings and client care for the AOT program. The Program Administrator will also serve as the Project Director as required by the grant.						

☐ Show In-Kind Personnel Table

B. Fringe Benefits

Our organization's fringe benefits consist of the components shown below:

Fringe Component	Rate (%)
Social Security	6.20%
Retirement	13.76%
Medical	20.10%
Total Fringe Rate	40.06%

Fringe Benefits Cost

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Fringe Benefits Cost	

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Fringe Benefits Cost	
1	Assisted Outpatient Treatment Program Administrator	TBD	\$56,374	40.06%	\$1,286	\$23,869	\$23,869
TOTAL						\$23,869	\$23,869

Fringe Benefits Narrative:
Hays County charges the following fringe benefits as a percentage of salary: Social Security (6.2%), Retirement (13.76%), and Medical (20.10%). The following are charged at a fixed rate: Medicare (\$817.41), Dental (\$404.88) and Life (\$63.12). The total amount of fixed fringe benefits is \$1,285.41.

C. Travel

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Travel Cost	
1			Local Travel (POV Mileage)		Mile			\$0	\$0
TOTAL								\$0	\$0

Trip #	Travel Narrative:
1	Travel Cost \$0

D. Equipment

Line Item #	Item	Check if Item is a Vehicle	Calculation				FEDERAL REQUEST
			Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	
1		<input type="checkbox"/>				\$0	\$0
TOTAL						\$0	\$0

Line Item #	Equipment Narrative:
1	Quantity Purchase or Rental/Lease Cost % Charged to the Project Equipment Cost \$0

E. Supplies

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Supplies Cost	
1	Dell Latitude Laptop	\$1,500.00		1.00		\$1,500	\$1,500

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Supplies Cost	
2	Laptop Docking Station	\$220.00		1.00		\$220	\$220
3	Wireless Docking Keyboard/Mouse	\$40.00		1.00		\$40	\$40
4	Dell Optiplex Computer	\$1,050.00		1.00		\$1,050	\$1,050
5	Dell standard 27" monitor	\$290.00		1.00		\$290	\$290
6	Adobe Pro License	\$70.00		1.00		\$70	\$70
7	Polycom Desk Phone	\$125.00		1.00		\$125	\$125
8	Cell phone service	\$50.00	monthly	12.00		\$600	\$600
9	Fujitsu fi-8170 Scanner	\$1,500.00		1.00		\$1,500	\$1,500
TOTAL						\$5,395	\$5,395

Line Item #	Supplies Narrative:					
1	Dell Latitude Laptop	Unit Cost \$1,500.00	Basis	Quantity 1.00	Duration	Supplies Cost \$1,500
	Laptop to be used by Court Administrator to perform day to day tasks including sending emails, creating reports, analyzing data, etc.					
2	Laptop Docking Station	Unit Cost \$220.00	Basis	Quantity 1.00	Duration	Supplies Cost \$220
	Laptop docking station to be able to dock laptop into desktop computer in order to have a larger screen size					
3	Wireless Docking Keyboard/Mouse	Unit Cost \$40.00	Basis	Quantity 1.00	Duration	Supplies Cost \$40
	Keyboard and mouse to be used when computer is docked					
4	Dell Optiplex Computer	Unit Cost \$1,050.00	Basis	Quantity 1.00	Duration	Supplies Cost \$1,050
	Optiplex computer to be used as desktop computer when Court Administrator is working in the office.					
5	Dell standard 27" monitor	Unit Cost \$290.00	Basis	Quantity 1.00	Duration	Supplies Cost \$290
	Additional monitor to be used in conjunction with computer when laptop is docked.					
6	Adobe Pro License	Unit Cost \$70.00	Basis	Quantity 1.00	Duration	Supplies Cost \$70
	Adobe Pro License to allow Court Administrator to create, view, and edit PDF documents					
7	Polycom Desk Phone	Unit Cost \$125.00	Basis	Quantity 1.00	Duration	Supplies Cost \$125
	Desk phone for Court Administrator to be able to communicate with internal Hays County staff as well as external entities. Position will need to make and receive calls to help coordinate efforts of the AOT program.					
8	Cell phone service	Unit Cost \$50.00	Basis monthly	Quantity 12.00	Duration	Supplies Cost \$600
	Monthly cell phone cost for Program Admin position. Hays County receives the cell phone for free, but pays a \$50 monthly service charge for service. The Program Admin will need to have the ability to coordinate with program participants as well as AOT program staff while out in the community.					
9	Fujitsu fi-8170 Scanner	Unit Cost \$1,500.00	Basis	Quantity 1.00	Duration	Supplies Cost \$1,500
	Scanner needed for staff memebr to scan in client information and consent forms to be stored securely.					

F. Contractual

Summary of Contractual Costs

Agreement #	Name of Organization or Consultant	Type of Agreement	Contractual Cost	FEDERAL REQUEST
1	Hill Country MHDD	Subaward	\$128,711	\$128,711
2	TBD - Inpatient Substance Use Treatment	Contract	\$150,000	\$150,000
3	TBD - Driving Service	Contract	\$22,500	\$22,500
TOTAL			\$301,211	\$301,211

Contractual Details for [Hill Country MHDD](#)

Agreement #	Services and Deliverables Provided
1	<p>2 Staff Members (Assisted Outpatient Treatment Care Coordinator) for Hill Country MHDD who is the local Mental health Authority for Hays County. These positions will serve as the Program Evaluator.</p> <p>Supply costs to allow staff to perform job duties as needed.</p> <p>Travel costs for transporting program participants to and from appointments.</p> <p>Medication assistance costs through Hill Country MHDD for program participants.</p>

☒ Personnel
 ☒ Travel
 ☒ Supplies
 ☐ Indirect Charges

☒ Fringe Benefits
 ☐ Equipment
 ☒ Other

Contractual Personnel Costs for [Hill Country MHDD](#)

Line Item #	Position	Name	Key Position per the NOFO	Check if Annual Salary	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
1	Assisted Outpatient Treatment Care Coordinator	TBD	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			2	\$46,759	100.00%	\$93,518	\$93,518
TOTAL										\$93,518	\$93,518

Line Item #	Contractual Personnel Narrative:						
1	Assisted Outpatient Treatment Care	TBD	Key Personnel	Salary \$46,759	# of Persons 2	LOE 100.00%	Personnel Cost \$93,518
	<p>Hill Country MHDD will hire two Assisted Outpatient Treatment Care Coordinator positions to serve this program. One of these positions will additionally serve as the Key Evaluator position as required by the grant program. Treatment Care Coordinators will work with program participants to create and maintain a treatment plan and will provide skills training, supported housing, supported employment psychosocial rehabilitation, assessment, linkage and referral to support goal progress individuals families living with mental health challenges; crisis prevention/management, Supported Housing and Supported Employment services. The Assisted Outpatient Treatment Care Coordinator is responsible for scheduling and carrying out individual and group services. This position will be required to be trained and certified in crisis intervention.</p>						

Contractual Fringe Benefits Costs for [Hill Country MHDD](#)

Contractual fringe benefits consist of the components shown below:

Contractual Fringe Component	Rate (%)
Organizational Fringe Rate	31.50%
Total Fringe Rate	31.50%

Contractual Fringe Benefits Costs

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Contractual Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Contractual Fringe Benefits Cost	
1	Assisted Outpatient Treatment Care Coordinator	TBD	\$93,518	31.50%		\$29,458	\$29,458
TOTAL						\$29,458	\$29,458

Contractual Fringe Benefits Narrative:

Hill Country MHDD charges fringe at a standard rate of 31.5%.

Contractual Travel Costs for [Hill Country MHDD](#)

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Contract Travel Cost	
1	Travel to and from appointments for program participants	Local travel	Local Travel (POV Mileage)	\$0.67	Mile	500.00	1	\$335	\$335
TOTAL								\$335	\$335

Contractual Travel Narrative:

1	Travel to and from appointments for program participants	Local travel	Travel Cost	\$335
1	Hill Country MHDD has a vehicle that can transport clients to and from appointments. Anticipated miles in the first year (6 months worth of client services) is 500. Hill Country MHDD has a travel policy that states mileage is reimbursed at a cost of \$0.67per mile.			

Contractual Supplies Costs for [Hill Country MHDD](#)

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Contractual Supplies Cost	
1	Laptop	\$1,500.00		2.00		\$3,000	\$3,000
2	Cell phone	\$50.00	per month	2.00	12.00	\$1,200	\$1,200
TOTAL						\$4,200	\$4,200

Contractual Supplies Narrative:

1	Laptop	Unit Cost	\$1,500.00	Basis	Quantity	2.00	Duration	Supplies Cost	\$3,000		
	One laptop per staff member for Hill Country MHDD. Laptops will be used by staff in order to do daily tasks required of the position including preparing reports, completing evaluations, entering data into the secure Electronic Health Record and coordinating with stakeholders.										
2	Cell phone	Unit Cost	\$50.00	Basis	per month	Quantity	2.00	Duration	12.00	Supplies Cost	\$1,200
	One cell phone per position that will be used for employment purposes. Hill Country MHDD participates in a program that provides a cell phone to the employee at no cost with a \$50/month charge for service. Staff will often be out in the community and need a way to communicate with clients and other staff members.										

Contractual Other Costs for **Hill Country MHDD**

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Contractual Other Cost	
1	Medication Assisatnce	<input type="checkbox"/>	\$8.00	per month	25.00	6.00	\$1,200	\$1,200
TOTAL							\$1,200	\$1,200

Line Item #	Contractual Other Narrative:										
1	Medication Assisatnce	Unit Cost/Rate	\$8.00	Basis	per month	Quantity	25.00	Duration	6.00	Other Cost	\$1,200

Contractual Total Direct Charges for **Hill Country MHDD**

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$128,711

Contractual Total Cost for **Hill Country MHDD**

TOTAL COST	TOTAL FEDERAL REQUEST
\$128,711	\$128,711

Contractual Details for **TBD - Inpatient Substance Use Treatment**

Agreement #	Services and Deliverables Provided
2	Inpatient Substance Use Treatment services for 30 days.

<input type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input checked="" type="checkbox"/> Other	

Contractual Other Costs for **TBD - Inpatient Substance Use Treatment**

Line Item #	Item	Check for Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Contractual Other Cost	
1	Substance Use Treatment	<input type="checkbox"/>	\$500.00	per day	10.00	30.00	\$150,000	\$150,000
TOTAL							\$150,000	\$150,000

Line Item #	Contractual Other Narrative:										
	Substance Use Treatment	Unit Cost/Rate	\$500.00	Basis	per day	Quantity	10.00	Duration	30.00	Other Cost	\$150,000
1	Funds budgeted for 10 30-day inpatient substance abuse treatment stays. Inpatient stays will be used when it is determined that program participants need a higher level of care than outpatient care can provide. Stays are estimated at \$500/day. Contract will be executed with a qualified care provider that will be selected through proper purchasing protocols.										

Contractual Total Direct Charges for **TBD - Inpatient Substance Use Treatment**

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$150,000

Contractual Total Cost for **TBD - Inpatient Substance Use Treatment**

TOTAL COST	TOTAL FEDERAL REQUEST
\$150,000	\$150,000

Contractual Details for TBD - Driving Service

Agreement #	Services and Deliverables Provided
3	Driving Services to assist with taking program participants to and from appointments, necessary treatments, and court appearances.

<input type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input type="checkbox"/> Other	

Contractual Travel Costs for **TBD - Driving Service**

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Contract Travel Cost	
1	Transportation for participants to and from necessary appointments	Local travel within Hays County	Other (No registration fees)	\$75.00	day	12.00	25	\$22,500	\$22,500
TOTAL								\$22,500	
									\$22,500

Trip #	Contractual Travel Narrative:
1	<p>Transportation for participants to and from necessary appointments Local travel within Hays County Travel Cost \$22,500</p> <p>Hays County will contract with a local driving service that can transport program participants to necessary appointments and meetings. Because Hays County is geographically very large, not all areas offer equitable public transportation services. By providing transportation, Hays County hopes to help program participants overcome potential barriers to participation in and completion of the AOT program. Contracting with a service will allow AOT staff to help coordinate all necessary rides and will alleviate the burden of scheduling rides from the program participants. A contract will be established through county purchasing protocols.</p>

Contractual Total Direct Charges for **TBD - Driving Service**

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$22,500

Contractual Total Cost for **TBD - Driving Service**

TOTAL COST	TOTAL FEDERAL REQUEST

\$22,500	\$22,500
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G. Construction: Not Applicable

H. Other

Line Item #	Item	Check if Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Other Cost	
1		<input type="checkbox"/>					\$0	\$0
TOTAL							\$0	\$0

Line Item #	Other Narrative:						
1		Unit Cost/Rate	Basis	Quantity	Duration	Other Cost	\$0

I. Total Direct Charges

TOTAL DIRECT CHARGES	TOTAL FEDERAL REQUEST
	\$386,849

J. Indirect Charges

Type of IDC Rate / Cost Allocation Plan

We elect to charge the de minimis rate of 10%

De Minimis Rate Statement (we have never received a federally negotiated IDC rate):

We have never received an approved federally negotiated IDC rate and we are electing to charge the de minimis rate of 10% of modified total direct costs (MTDC) until such time we have an approved federally negotiated IDC rate. We will use the de minimis rate consistently for all federal awards until we choose to negotiate for an IDC rate, which we may apply to do at any time.

Indirect Charges

Calculation			FEDERAL REQUEST
De Minimis Rate (%)	MTDC Base	IDC	
10.00%	\$160,638	\$16,064	\$16,064
TOTAL		\$16,064	\$16,064

Indirect Charges Narrative:

REVIEW OF COST SHARING AND MATCHING

Cost sharing or matching is not required for this grant.

BUDGET SUMMARY: YEAR 1

BUDGET CATEGORY	FEDERAL REQUEST
A. Personnel	\$56,374
B. Fringe Benefits	\$23,869
C. Travel	\$0
D. Equipment	\$0
E. Supplies	\$5,395
F. Contractual	\$301,211
G. Construction (N/A)	\$0
H. Other	\$0
I. Total Direct Charges (sum of A to H)	\$386,849
J. Indirect Charges	\$16,064
Total Projects Costs (sum of I and J)	\$402,913

BUDGET SUMMARY FOR REQUESTED FUTURE YEARS

	Year 2	Year 3	Year 4	Year 5
Budget Category	FEDERAL REQUEST	FEDERAL REQUEST	FEDERAL REQUEST	FEDERAL REQUEST
A. Personnel	\$58,065	\$59,807	\$61,601	\$63,449
B. Fringe Benefits	\$24,547	\$25,245	\$25,963	\$26,704
C. Travel				
D. Equipment				
E. Supplies				
F. Contractual	\$399,066			
G. Construction	\$0	\$0	\$0	\$0
H. Other				
I. Total Direct Charges (sum A to H)	\$481,678	\$85,052	\$87,564	\$90,153
J. Indirect Charges				
Total Project Costs (sum of I and J)	\$481,678	\$85,052	\$87,564	\$90,153

Budget Summary Narrative:

Budget Summary Narrative:

FUNDING LIMITATIONS / RESTRICTIONS

Funding Limitation/Restriction

	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Budget Category
A. Personnel						
B. Fringe Benefits						
C. Travel						
D. Equipment						
E. Supplies						
F. Contractual						
H. Other						
I. Total Direct Charges (sum A to H)						
J. Indirect Charges						
TOTAL for the Budget Year						
Percentage of the Budget	0.000%	0.000%	0.000%	0.000%	0.000%	

Funding Limitation/Restriction Narrative:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.				\$402,913	\$0	\$402,913
2.						
3.						
4.						
5. Totals				\$402,913	\$0	\$402,913

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$56,374	\$0			\$56,374
b. Fringe Benefits	\$23,869	\$0			\$23,869
c. Travel	\$0	\$0			\$0
d. Equipment	\$0	\$0			\$0
e. Supplies	\$5,395	\$0			\$5,395
f. Contractual	\$301,211	\$0			\$301,211
g. Construction	\$0	\$0	\$0	\$0	\$0
h. Other	\$0	\$0			\$0
i. Total Direct Charges (sum of 6a-6h)	\$386,849	\$0			\$386,849
j. Indirect Charges	\$16,064	\$0			\$16,064
k. TOTALS (sum of 6i and 6j)	\$402,913	\$0			\$402,913
7. Program Income					

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.				
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)				

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal					
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)					

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$481,678	\$85,052	\$87,564	\$90,153
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$481,678	\$85,052	\$87,564	\$90,153

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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A Population of Focus and Statement of Need

A.1 Identify and describe your population(s) of focus

Hays County is seeking funds to establish an Assisted Outpatient Treatment program in conjunction with Hill Country Mental Health, the local mental health authority. Services will be provided to Hays County residents with a serious mental illness (SMI) who has been referred to the program. The program will be open to adult residents of Hays County (18 years or older) but will not seek to serve any specific racial or ethnic profile. Program participants will not be selected or given preference based on race, ethnicity, age (with the exception of a minimum age of 18), ability, sexual orientation, or any other demographic or identifying characteristics.

According to Texas law, a judge may order a patient to receive court-ordered outpatient mental health services for up to 90 days. Texas HHS Code section 574 (Court-Ordered Mental Health Services) states that an application for court-ordered mental health services must be filed in the county where a proposed patient is residing, found, or is receiving services. All individuals considered for participation in the Hays County AOT program must be residents of Hays County.

A.2 Describe the extent of the problem in the catchment area

Hays County sees a disproportionate level of need to availability of mental health services. According to County Health Rankings (countyhealthrankings.org) there is one mental health provider for every 810 people registered in Hays County. In Texas, there is one provider for every 640 registered individuals. However, looking at the United States as a whole, we see that there is one provider for every 320 individuals. This means that there is over a 250% deficit of providers available in Hays County when compared to the United States as a whole. When looking for a more local comparison, Travis County – located just to the north – has a ratio of 270 providers to 1 individual. When looking at the Social Vulnerability Index for the county, Hays County has an SVI score of .6585 which indicates a medium to high level of vulnerability.

In 2022 Hays County established a Mental Health Court to better serve individuals with Serious Mental Illness who have become involved in the criminal justice system. In 2024 the court added felony cases to its docket. The court is currently capped at 25 individuals. Although this program has been beneficial to justice involved individuals in Hays County, the establishment of the court is just one step toward addressing the mental health needs of residents. Many of the individuals participating in the mental health court suffer from a co-occurring substance use disorder. The lack of accessible mental health treatment providers makes it difficult for individuals with SMI and SUDs to seek treatment for either issue. The formation of an Assisted Outpatient Treatment would allow individuals with SMIs to seek treatment and would be considered civil proceedings in the Mental Health Court as opposed to a criminal docket.

Between 2010 and 2022, Hays County experience growth 12 out of 12 years and has consistently ranked as one of the fastest growing counties with a population over 100,000. With this growth in general population has come an increase in specific population sectors. Each year the homeless coalition in Hays County performs a count of the homeless population. Between 2020 and 2022, the homeless population increased by approximately 34%. Many unhoused individuals are also individuals facing mental illness or who are struggling with substance abuse.

In May of 2022, Hays County engaged Meadows Mental Health Policy Institute to conduct an assessment of the community's mental health system. The main goals of this assessment were to

provide information on the current demographics and prevalence of mental health needs of Hays County, gaps in services, and identify opportunities for growth. The following statistics are from this assessment. Impoverished individuals rely heavily on publicly funded programs to survive a mental health crisis. Approximately 42,000 adults (23%) in our county are estimated to have suffered from a mental health condition in 2020. Of the estimated 7,000 adults living with severe mental illness, over half (57%; 4,000 adults) were living in poverty. Currently, 28% (50,000 people) of the adult population in Hays County live 200% below the federal poverty line. Additionally, 20,000 adults living in Hays County suffer from Substance Abuse Disorder. Provisional data suggests that the number of deaths from suicide and drug overdose increased between 2020 and 2021. Specifically, the data suggests that drug overdoses tripled during this time. As the nation continues to experience economic uncertainty, the disparities surrounding mental health care access will become insurmountable without immediate public intervention. Alarming, the overall population of Hays County is expected to increase by 216% by 2050, increasing the population from about 180,000 in 2020 to 580,000 adults by 2050.

Hays County is also home to Texas State University, a leading research institution. Texas State is also designated as a Hispanic Serving Institution (HSI).

B Proposed Implementation Approach

B.1 Describe the goals and measurable objectives

Hays County will establish an Assisted Outpatient Treatment program in conjunction with Hill Country MHDD to serve individuals with severe mental illnesses and co-occurring substance use disorders.

By October 1st 2024, Hays County will establish and convene an AOT Management Team consisting of staff from the Hays County Mental Health Court and Hill Country MHDD as well as local first responders to establish workflow and communication practices for the AOT program.

By November 1st, 2024 Hays County will finalize program participant guidance including civil and privacy rights protocols as well as plan documents outlining steps to assist program participants who may be in crisis.

By January 31st, 2025 the AOT Management Team will finalize both the program implementation plan and the staff training plan which will include trainings for 100% of members of the AOT Management Team.

By January 31st, 2025, the AOT Management Team will create a steering committee comprised of 9 members. This committee will subsequently meet once each quarter for the duration of the program.

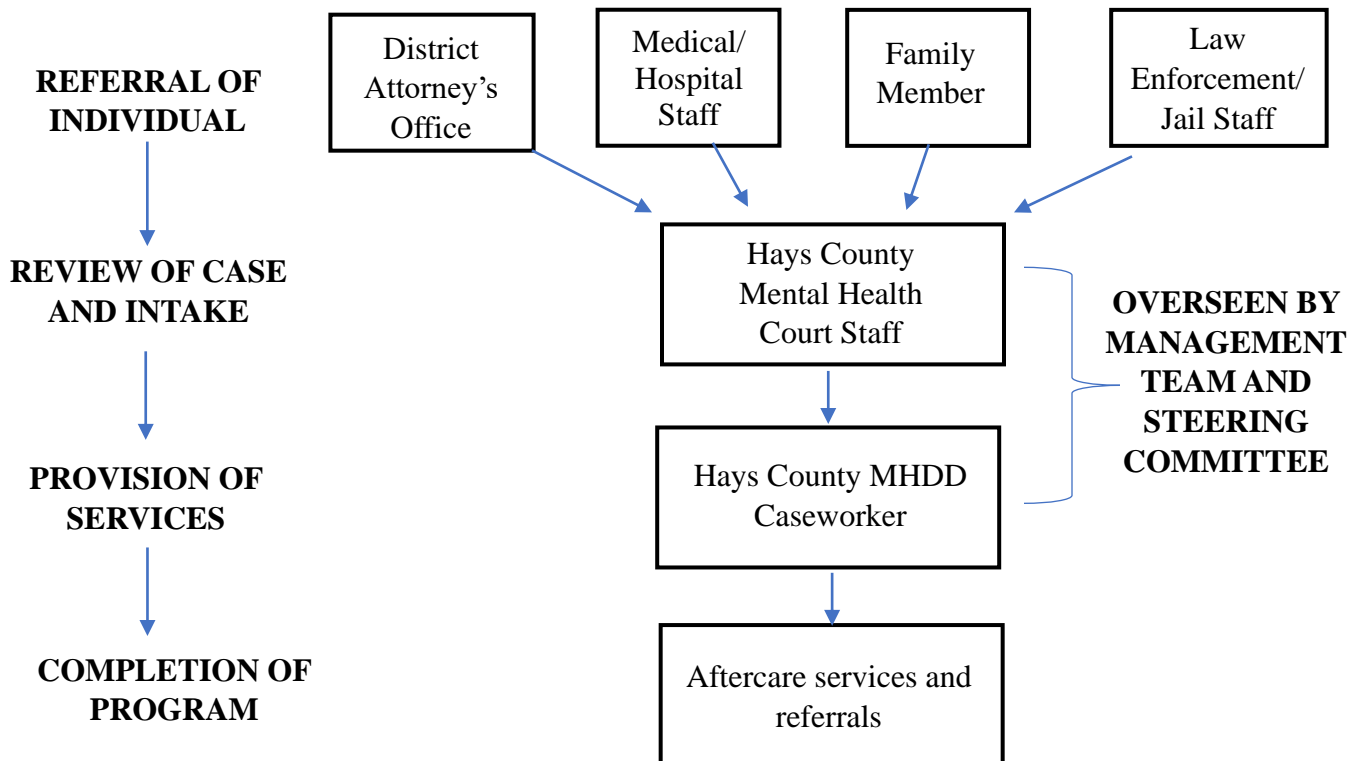
By February 28th, 2025 the AOT will begin accepting and serving individuals.

By May 1st, 2025 the AOT Management Team will create an after-care plan to assist in transitioning individuals out of the AOT program after treatment is completed. This plan will be used to serve 100% of the individuals who complete the program.

By July 31st, 2025 Hays County will have served 25 unduplicated individuals through the AOT program with 75% of participants “graduating” from the program.

Number of Unduplicated Individuals to be Served with Award Funds				
Year 1	Year 2	Year 3	Year 4	Total
25	35	40	40	150

B.2 Workflow Diagram



B.3 Implementation of required activities

Upon notification of funding, Hays County will begin completing required activities. First, Hays County will establish the AOT Management Team. This team will consist of the Mental Health Court Judge and Court Administrator as well as the AOT Project Director and a representative from Hill Country Mental Health and Development Disabilities (MHDD) Center, the local mental health authority who will be providing services. The AOT Project Director will be a caseworker in the Mental Health Court who will oversee the administrative side of the project. This position will be hired and paid using grant funds. Also invited to participate in the Management Team will be a representative from Sheriffs Office specializing in Mental Health cases as well as a representative from the District Attorneys Office. The Management Team will seek to have 5-6 members. After the initial meeting, the Management Team will meet, at a minimum, once each month.

The first task of the Management Team will be to ensure all necessary Memorandums of Understanding are created and executed. Necessary MOUs will include, at a minimum, Hill Country MHDD.

While the MOUs are being created, the Management Team will also work on creating the Participant Civil and Privacy Rights Policies and Protocols. Mental Health Court staff has experience creating policies and procedures related to client privacy and HIPAA restrictions in Texas. In order to make sure that all policy documents comply with legal requirements, court staff will work in conjunction with county legal staff.

Once policy documents have been created, the Management Team will begin creating a program implementation plan. The creation of this plan will be led by the AOT Program Director. This plan will outline the process of moving participants from the referral phase through intake into participation in the program. Collaboration between Hays County staff and staff from Hill Country MHDD will be key as the program will be a collaboration between the two organizations. This plan will also outline membership for the AOT Steering Committee as well as steps that will be taken if a position in either the Management Team or Steering Committee needs to be replaced.

In conjunction with the implementation plan, the Management Team will create a staff training plan that will outline required trainings for staff on the Management Team who will be facilitating the AOT program. These trainings will include AOT specific training as well as general substance abuse and mental health trainings. The training outlined in the training plan will be a minimum requirement and staff will be encouraged to attend additional trainings as they are able to. Selected training will seek to highlight culturally competent and trauma informed approaches to care. Staff will need to ensure they are HIPAA trained yearly as the program will deal with private health data. The training plan will also include trainings suggested for members of the steering committee.

The AOT Management Team will also establish the Steering Committee. This committee will consist of nine members from differing sectors. The Project Director will sit on both the Management Team and the Steering Committee. Additional members of the steering committee will include 1-2 elected officials from Hays County or other jurisdictions within Hays County, a representative from the District Attorneys Office, 1-2 representatives from law enforcement agencies, 1-2 representatives from public safety sectors including EMS, 1 representative from the local mental health authority, and 2 representatives from local community organizations with the goal of having these representatives be individuals with lived experiences. This committee will be convened for an initial meeting during month 5 of the project period. After the initial meeting the group will continue to meet once a quarter with members establishing a regular meeting time that works best for committee members. The steering committee will meet and discuss the current phase of the AOT program. The Project Director will present current challenges and successes from the program. The Steering Committee is made up of representatives from sectors that will be in a position to analyze the existing challenges and offer solutions or additional viewpoints that may be able to help the Management Team overcome potential and existing barriers.

The program will begin accepting referrals and serving participants in month 5 of the funding period. Once an individual has been referred to the AOT program and the caseworker has reviewed their case to determine they are a good fit for the program. Once the individual has

been approved for the program, the Hays County caseworker will begin the intake process. During this process, staff will begin determining what the specific needs of the individual are and what treatment options may work best for them. In order to accomplish this goal, staff will perform several assessments including a biopsychosocial and the PHQ-9 (Patient Health Questionnaire). Once assessments have been completed, the caseworker will meet with the program participant to determine what their individual goals for treatment are. Because the Hays County AOT Program will be a program intended to have a wholistic, person-centered approach, it will be key to have buy-in from the participant to increase the likelihood that they will continue the program through completion. By combining both the needs and the desires of the participant the Management Team will be able to create a treatment plan that is most likely to accomplish the goals of the individual and the program as a whole.

In order to provide recovery support for program participants, Hill Country MHDD will work with each program participant to create individualized recovery plans. During participation in the program, Hill Country MHDD staff will assist program participants with benefit enrollment if they are uninsured. Hill Country will also help with connection to any other applicable benefits including Social Security. Because Hill Country is an established mental health provider, staff has strong connections with community services that will be beneficial for recovery support including housing assistance and employment support.

During the duration of the AOT program, the Mental Health Court caseworker will work closely with the caseworker from Hill Country MHDD in order to track and maintain case data for each program participant. This data will be analyzed every thirty days to ensure participants are on track and completing program requirements. The Hill Country MHDD Caseworker will coordinate treatment and work with providers to ensure participants are attending meetings, counseling, and other services. As part of the ongoing data collection, the Mental Health Caseworker will analyze how the participation in the program is impacting both arrest rates and hospitalization rates across Hays County. If applicable, the impact on homelessness will also be evaluated.

The AOT Management Team will strive to strengthen existing and create new community partnerships. Partnerships will include relationships with service providers as well as grass roots community groups who seek to offer supportive services. Hays County will strive to connect program participants with community partners during their time in the AOT Program in order to facilitate a smoother transition period when the participant has completed the program. The Management Team will offer workshops and community meetings about the AOT program for community partners and will seek to make connections between individuals and specific programs that may be able to serve them. One tasks of the Management Team will be to create and upkeep an internal directory of community partners that can be used as resource when connecting individuals to services both during and after their time in the program.

B.4 See Attachment 4

B.5 Describe how you will address the civil rights of program participants as well as privacy rights of a person given the number of non-clinical entities involved

It is extremely important that staff work to protect both the civil and privacy rights of individuals participating in the AOT program. One of the first tasks of the AOT Management Team will be to create the Civil Rights Policies and Procedures for the program. In order to make sure these

policies are in line with all requirements, Mental Health Court staff will work with county legal staff to prepare official documents.

In order to protect client privacy rights, clinical staff will participate in yearly HIPAA training. Because staff from Hill Country MHDD deals with clinical client data, HIPAA training is a yearly requirement. Staff from Hays County will begin HIPAA training during the planning phase of the grant. All members of the Management Team will be required to participate in HIPAA training as they will be provided information about participant progress on a regular basis.

Staff acknowledges that there are potential risks to participants privacy and civil rights that come with participation in the program and will work to mitigate these risks. One such risk is private client information being disseminated to individuals outside of clinical care. In order to mitigate this risk, all private health identifiers will be removed from documentation prior to information being shared with any outside community entity. This will allow program participation to be shared while still protecting clients' privacy. All client data will be stored in a secure Electronic Health Record (EHR) in order to reduced the risk of client data being accessed by anyone outside of clinical staff or the AOT Program Management Team.

Staff will work to ensure program participants are selected on a fair and equitable basis. In order to assist with this, referrals to the program will be collected from a variety of sources including law enforcement, hospital/medical staff, the Hays County District Attorney's Office, and referrals from family members or guardians. By not limiting the source of referrals, staff hope to ensure that a variety of individuals are included in the program. The program will require that participants be a resident of Hays County and be at least 18 years of age. Individuals will not be rejected on the basis of ability, sexual orientation, identification, race, or language spoken. Accommodations will be made for individuals who need translation or interpretation services should the need arise.

In order to erase any suspicion of coercion, no incentives will be offered to program participants.

Data will be collected primarily from program participants. Data collection will involve assessments at intake as well as clinical careening assessments and tools used during treatment. A report will also be written detailing staff observation of participants during the intake interview. This will help staff in creating a treatment plan that best fits the individuals needs. In the event that an individual needs more substantial substance abuse treatment, urine samples will be collected on a weekly basis or as determined by the contracted treatment provider. All of this data will be compiled and stored in the EHR in order to ensure client privacy.

At intake, program participants will be required to complete consent forms in order to be allowed to begin the program. These forms will include a basic consent form indicating consent to entering into the program as well as a form consenting to the collection of data mentioned above. Forms will be available in both English and Spanish – the primary languages spoken in Hays County – and staff will work to ensure translation into other languages is completed by an experiences translator should the need arise. Accommodations will also be made for individuals who need additional services to complete the forms, including the option to have forms read aloud. Consent for youth participation will not be needed as the program will only service individuals who are 18 years or older. All forms will be written at no higher than an 8th grade reading level in order to comply with grant requirements and program participants will be

provided with a copy of the forms they sign. Additionally, program participants may request a copy of these forms from program staff at any time for the duration of their participation in the program

B.6 Describe how people with lived experience will be involved in the planning and evaluation

Currently, Hill Country MHDD has 3 peer specialists employed in Hays County who will be involved in providing supplemental support to individuals participating in the program. These peer specialists would provide key feedback regarding effectiveness of the program through the lens of an individual with lived experience. Further, Hill Country MHDD Centers has an active Citizen's Advisory Committee (CAC) that is comprised of community members with lived experience. This committee routinely provides feedback on operations and new programs. During the planning phase of the grant, staff working under the AOT program will provide a presentation to the CAC to receive feedback and input on ways to make the program effective. Another presentation will be given to the CAC three months after the AOT Program begins offering services. This will allow the CAC to offer insights into barriers that are being faced as well as identify potential areas for improvement.

C Proposed Evidence Based or Adaptive Service/Practices

C.1 Describe the evidence-based practices (EBP) and any clinical screening tools/assessments you will use.

Hill Country MHDD staff will be providing clinical services. There are several interventions used. These include: Illness Management Recovery (IMR), Supported Employment, Supported Housing, Seeking Safety, Cognitive Behavioral Therapy, and Cognitive Processing Therapy. Illness Management Recovery is an evidenced-based practice designed to provide mental health clients with knowledge and skills necessary to cope with aspects of their mental illness while maintaining and achieving goals in their recovery.

Supported Employment is an approach to vocational rehabilitation for people with serious mental illnesses that emphasizes helping them obtain competitive work in the community and providing the supports necessary to ensure their success in the workplace. Because the AOT program will have an emphasis on supporting individuals through recovery, this approach will be crucial to helping participants integrate back into their daily lives successfully. Similarly, Supported Housing will help individuals transition back into stable housing after completion or during the duration of the program. Supported Housing Programs are designed to help people with mental health and/or substance use challenges get and keep community housing, and receive psychosocial rehabilitative services, skills training and case management

Seeking Safety a present-focused, coping skills therapy to help people attain safety from trauma and/or substance abuse.

Cognitive Behavior Therapy (CBT) is an effective treatment approach for a range of mental and emotional health issues, including anxiety and depression. CBT aims to help individuals identify and challenge unhelpful thoughts and to learn practical self-help strategies. Cognitive Processing Therapy (CPT) is one specific type of Cognitive Behavioral Therapy. It is a 12-session psychotherapy for PTSD. CPT teaches individuals how to evaluate and change the upsetting thoughts they have had since their trauma.

Additionally, several screening and assessment tools will be used. These include the Adult Needs and Strengths Assessment (ANSA), the Patient Health Questionnaire – 9 (PHQ-9), Positive Symptoms Rating Scale (PSRS), the Brief Negative Symptoms Assessment, the CASGE-AID, and the Columbia Suicide Severity Rating Scale (C-SSRS).

The Adult Needs and Strengths Assessment (ANSA) is a multi-purpose tool developed for adult's mental health services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives and to allow for the monitoring of outcomes of services.

The PHQ-9 is intended as a tool to assist clinicians with identifying and diagnosing depression but is not a substitute for diagnosis by a trained clinician. This is used by some clinicians and organizations to screen patients for undiagnosed depression.

The PSRS is a 4-item measure of positive symptom severity for schizophrenia and the BNSA is a 4-item measure of negative symptom severity for schizophrenia. The CAGE-AID is a five-question tool used to screen for drug and alcohol use; answering yes to two or more questions indicates a complete assessment is advised. The C-SSRS is a unique suicide risk assessment tool that supports suicide risk assessment through a series of simple, plain-language questions that anyone can ask.

C.2 Discuss how each EBP, intervention, etc. chosen are appropriate

Each of these EBPs, interventions and clinical screening/assessments are designed for and utilized with individuals experiencing serious and persistent mental illness. They address a wide range of needs which provides clinical staff with critical flexibility given the varied needs of individuals being served through the program. Intended clinical outcomes include a reduction in symptom interference with daily function, improved awareness of factors that contribute to wellness, and stability with regard to social determinants of health. The intended person-centered outcome is that individuals served through the program accomplish their stated goals in pursuit of recovery.

C.3 Describe any modifications you will make to EBPs

Several of these EBPs were originally authored to be utilized in a controlled setting and a group format. Work in this program will necessitate modifying materials to utilize on a one-to-one basis in community settings such as the individual's home. Modifying EBPs and interventions will allow them to be applicable to the AOT program but will still allow staff to reap the benefits of the evaluations.

C.4 Describe the monitoring process you will use to ensure the fidelity of EBPs

All staff providing EBPs will participate in annual training and competency tests to ensure quality and fidelity. In addition to this, interventions will be shadowed by supervisors quarterly to provide real-time feedback on utilization of the evidence-based practice. Supervisors will utilize fidelity monitoring materials included in the curriculum during these observations. As part of AOT staff's monthly monitoring, staff will ensure all EBPs and interventions are working effectively. If there are issues with any of the assessments, staff will find ways to make sure these tools are being used as they are intended while still being effective for the program.

D Staff and Org Experience

D.1 Describe the experience of your organization providing services to adults with serious mental illness

In 2022 Hays County created a specialty Mental Health treatment court focused on diverting individuals with mental health disorders, substance use disorders, and intellectual and developmental disabilities out of the criminal justice system and linking them to community based services. This program is 12 months in length and consists of three phases: stabilization, psychosocial rehabilitation, and reintegration into the community. The Mental Health Court is currently led by Judge Elaine Brown who took office on January 1, 2023.

Hays County will partner with Hill Country MHDD to provide clinical services. Hill Country MHDD has been providing mental health services in the Central Texas area for 27 years, but has had a presence in Hays County for the last 3 years. Hill Country MHDD offers a variety of services to individuals with severe mental illness including care coordination, medication management, group and individual therapy, and benefit enrollment. The organization also offers pre-paid psychiatric beds at hospitals around the region for individuals in need.

D.2 Provide a complete list of staff positions for the project

In order to accomplish this project, three staffing positions will be created. This will include two positions in year one and an additional position beginning in year two. In year one, an Assisted Outpatient Treatment Care Coordinator position will be created for Hill Country MHDD and a Court Administrator will be created for Hays County. These positions will be key in coordination of efforts and will operate in different capacities with the Care Coordinator operating in a more clinical capacity and the Court Administrator will operate in an administrative capacity. Both positions will be 1.0 FTE and will dedicate 100% of their time towards this project.

The Assisted Outpatient Treatment Care Coordinator will be responsible for providing services and supports to individuals living with mental illness who are participating in the Hays County Assisted Outpatient Treatment Program (AOT). Assisted Outpatient Treatment Care Coordinator will assess the individual's strengths and needs and in collaboration with the individual and develop a person-centered recovery plan. The Assisted Outpatient Treatment Care Coordinator will provide skills training, supported housing, supported employment psychosocial rehabilitation, assessment, linkage and referral to support goal progress individuals families living with mental health challenges; crisis prevention/management, Supported Housing and Supported Employment services. The Assisted Outpatient Treatment Care Coordinator is responsible for scheduling and carrying out individual and group services. This position will be required to be trained and certified in crisis intervention. This position will operate as the Project Evaluator.

The Court Administrator will receive and assess referrals to the AOT Program and determine which referrals will be the most effective for the program. The Court Administrator will coordinate and schedule meetings of both the AOT Management Team and the Steering Committee. Additionally, the Court Administrator will ensure all documentation is created and delivered to SAMSHA in accordance with grant deadlines. This position will operate as the Project Director and will oversee the administration of the project.

E Data Collection and Performance Measurement

E.1 Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor, and enhance the program.

All data will be collected through the use of an Electronic Health Record. The Electronic Health Record will serve as an input into a data warehouse that can be queried using Structured Query Language (SQL). This query language allows for fast and accurate data reporting. Data will be routinely reviewed by the project team and will be utilized to make implementation decisions to increase efficiency and efficacy. As an example, the program will routinely review time between program enrollment and first service to ensure that participating individuals have appropriate access to care. Use of the EHR will ensure that client data is protected and is kept accessible only to individuals who need and are qualified to handle the information. When data is presented to individuals outside of the Management Team and clinical care, identifying information will be redacted in order to comply with HIPAA requirements.

The Project Evaluator position will regularly monitor and analyze data and will provide reports to both the AOT Management Team and the Steering Committee at their regular meetings. These are increments of every 30 days and once a quarter respectively. Data analyzed will include demographic information on program participants as well as information about how and at what rates participants are meeting their treatment plan goals. Additionally, the program will track data on what after care services program participants will be linked to. Where possible, the program will also monitor and collect data on participants who have completed the program at increments of 3-, 6-, and 12-months in order to assess if participants are successful after leaving the program. The Project Evaluator will also be responsible for collecting a presenting required information to SAMHSA to comply with grant requirements.

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	SM-24-006
Opportunity Title:	Assisted Outpatient Treatment Program for Individuals with Serious Mental Illness
Opportunity Package ID:	PKG00285063
CFDA Number:	93.997
CFDA Description:	Assisted Outpatient Treatment
Competition ID:	SM-24-006
Competition Title:	AOT
Opening Date:	02/26/2024
Closing Date:	04/26/2024
Agency:	Substance Abuse and Mental Health Services Adminis
Contact Information:	Cassandra Henry Center for Mental Health Services Substance Abuse and Mental Health Services Administration 240-276-2256 AOT@samhsa.hhs.gov

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01284905
Application Filing Name:	AOT
UEI:	RH4DFY1GC2R3
Organization:	HAYS COUNTY IT
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Apr 17, 2024 02:55:44 PM EDT
Form State:	

FORM ACTIONS:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

74-6002241

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Hays County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-6002241

*** c. UEI:**

RH4DFY1GC2R3

d. Address:

*** Street1:**

712 S. Stagecoach Trail

Street2:

*** City:**

San Marcos

County/Parish:

Hays

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

78666-6247

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Simone

Middle Name:

*** Last Name:**

Corprew

Suffix:

Title:

Grant Coordinator

Organizational Affiliation:

*** Telephone Number:**

5127491161

Fax Number:

*** Email:**

simone.corprew@co.hays.tx.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Substance Abuse and Mental Health Services Adminis

11. Catalog of Federal Domestic Assistance Number:

93.997

CFDA Title:

Assisted Outpatient Treatment

* 12. Funding Opportunity Number:

SM-24-006

* Title:

Assisted Outpatient Treatment Program for Individuals with Serious Mental Illness

13. Competition Identification Number:

SM-24-006

Title:

AOT

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Hays County Assisted Outpatient Treatment Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="402,913.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="402,913.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Deputy Roland Vargas-Trejo to attend the Explosive Handlers and Breaching course in Byhalia, MS, from June 10 to 14, 2024. **INGALSBE/CUTLER**

Summary:

Approve out-of-state travel for Deputy Roland Vargas-Trejo to attend the Explosive Handlers and Breaching course in Byhalia, MS, from June 10 to 14, 2024. Deputy Vargas-Trejo is a Hays County SWAT Team member who needs this course to fill one of the vacant Tactical Breacher positions. This five-day course aims to introduce the student to time-tested and operationally proven drills and procedures in order to establish or further enhance an existing explosive breaching program within their unit or department. Upon completing this course, Deputy Vargas-Trejo will possess the necessary skills to safely and confidently employ explosive breaching charges supporting special operation missions. Funding for registration and hotel fees will be paid for out of the Sheriff's Office Law Enforcement Officer Standards and Education Funds. The only expense to the County is per diem and will be paid for out of the Sheriff's Office Continuing Education Fund.

Fiscal Impact:

Amount Requested: \$300

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: Airfare, hotel, and registration need to follow procurement

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: 04/23/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to utilize \$3,360.75 in insurance proceeds related to vehicle repairs and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office is requesting approval to budget insurance proceeds received from the Texas Association of Counties for repairs to a 2021 Chevrolet Silverado.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-00.4680/5413

Budget Office:

Source of Funds: TAC Insurance Proceeds

Budget Amendment Required Y/N?: Yes

Comments: TAC is subrogating with at-fault driver's insurance, which may result in additional insurance proceeds.

(\$3,361) - Increase Compensation for Loss 001-618-00.4680

\$3,361 - Increase Vehicle Maintenance & Repair 001-618-00.5413

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$3,360.75 in Compensation for Loss Revenue

Comments:



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve a \$45.00 monthly cell phone allowance for the Office of Professional Responsibility Inspector slot number 0474-001 effective 4/16/2024 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office requests a cell phone allowance for the OPR Inspector. The employee uses a personal device with cellular and data services for county-related duties.

Fiscal Impact:

Amount Requested: \$247.50

Line Item Number: 001-618-00.5194

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$248 - Increase Telephone Allowance 001-618-00.5194

(\$248) - Decrease Telephone Expense 001-618-00.5489

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Smith

Agenda Item:

Ratify the extension of a rental agreement with Herc Rentals for three fuel tanks for the Sheriff's Office and authorize payment for final invoicing. **SMITH/CUTLER**

Summary:

On 3/26/2024, the Court approved a rental agreement for three fuel tanks for the Sheriff's Office. The agreement was in preparation for the solar eclipse, and due to the amount of remaining fuel, it was more cost-effective to extend it another week in order to utilize the fuel. The initial contract price was approved at \$3,814. Final invoicing for delivery, rental, fuel consumption, and pick up for the two-week period is \$5,083.74.

Fiscal Impact:

Amount Requested: \$1,269.74 additional
Line Item Number: 001-618-00.5448

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: originally procured through 3 quotes, contract extension

Auditor's Office

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

Attachments

Herc Rental Invoice - Wimberley Location
Herc Rental Invoice - Driftwood Location



**CUSTOMER COPY
ORIGINAL INVOICE**



Res/Quote Number: 55811883

4/18/24

Invoice Number: 34490875-001

PAYMENT TERMS ARE DUE UPON RECEIPT

LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS,
DAMAGE and CLEANUP FEES.

AMOUNT DUE: \$ 3249.16

AMOUNT ENCLOSED: \$ _____

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

CUSTOMER NUMBER: 2603171

MAIL PAYMENT TO:
 HERC RENTALS INC.
 PO BOX 936257
 ATLANTA, GA 31193

 To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:

HERC RENTALS (408)
 11500 N LOOP ROAD
 SAN ANTONIO, TX 78216
 Ph: 210-661-4281
 Fax:000-000-0000

SHIPPING ADDRESS:

HAYS COUNTY JOBS
 830 JACOBS WELL RD
 WIMBERLEY, TX 78676

RENTAL DAYS/HOURS:**13/20.00**

INVOICE FROM DATE: 4/04/24 11:01
 INVOICE THRU DATE: 4/18/24 8:00

PO# : 2024-00001064
 JOB NUMBER : 1 - HAYS COUNTY JOBS
 RENTAL START DATE: 4/04/24 11:00
 DELIVERED BY: HERC
 ORDERED BY: AMAYA, JESSE
 SIGNED BY: PHYSICAL PO
 SALES REP: JAMIN JONES
 CLOSED BY: EMMA DOUGLAS

	<u>Original</u>	<u>Adjustments</u>	<u>Total</u>
RENTAL CHARGES	1538.00		1538.00
OTHER CHARGES	730.46		730.46
RENTAL PROTECTION	230.70		230.70
DELIVERY/PICK UP	750.00		750.00
TOTAL CHARGES	3249.16		3249.16

NET DUE **3249.16**

QTY	EQUIPMENT #	HRS/	MIN	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	FUEL TANK 552 GALLON 800319337 Make: TRANSCUBE Model: 20TCG Ser #: 21006454 5301050 EMISSIONS & ENV SURCHARGE EMISSIONS RENTAL PROTECTION PLAN	8/	134.00	22.33	134.00	407.00	769.00	769.00 15.23 115.35
1	FUEL TANK 552 GALLON 800421131 Make: WESTERN GL Model: 20TCG Ser #: 22010675 5301050 EMISSIONS & ENV SURCHARGE EMISSIONS RENTAL PROTECTION PLAN	8/	134.00	22.33	134.00	407.00	769.00	769.00 15.23 115.35
SALES ITEMS:								
QTY	ITEM NUMBER	UNIT	PRICE					AMOUNT
1	FUEL TANK INSPECTION & CLEAN 3740000001 - REVENUE	EA	275.000					275.00
1	FUEL TANK INSPECTION & CLEAN 3740000001 - REVENUE	EA	275.000					275.00

CONTINUED

Customer Number: 2603171 Res/Quote Number: 55811883 Invoice Number: 34490875-001 Invoice Date: 4/18/24

For GREAT DEALS on USED EQUIPMENT - Visit us at HercRentals.com

CUSTOMER COPY
ORIGINAL INVOICE

4/18/24

Invoice Number: 34490875-001

Res/Quote Number: 55811883

Customer Number: 2603171

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

Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

QTY	EQUIPMENT #	HRS/	MIN	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	TRANS SRVC SURCHARGE	75.000						75.00
	3710000001 - TRANS SERVICE SURCHARGE							
1	TRANS SRVC SURCHARGE	75.000						75.00
	3710000001 - TRANS SERVICE SURCHARGE							

Customer Number: 603171

Res/Quote Number: 55811883

Invoice Number: 34490875-001

Invoice Date: 4/18/24

For GREAT DEALS on USED EQUIPMENT - Visit us at [HercRentals.com](https://www.HercRentals.com)



**CUSTOMER COPY
ORIGINAL INVOICE**



Res/Quote Number: 55811933

4/18/24

Invoice Number: 34490887-001

PAYMENT TERMS ARE DUE UPON RECEIPT**LATE CHARGES MAY APPLY****Customer is responsible for FUEL, FLATS,
DAMAGE and CLEANUP FEES.****AMOUNT DUE: \$ 1834.58**

AMOUNT ENCLOSED: \$ _____

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

CUSTOMER NUMBER: 2603171

MAIL PAYMENT TO:
HERC RENTALS INC.
PO BOX 936257
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:

HERC RENTALS (408)
11500 N LOOP ROAD
SAN ANTONIO, TX 78216
Ph: 210-661-4281
Fax:000-000-0000

SHIPPING ADDRESS:

HAYS COUNTY JOBSITE
20290 FM 150 W
DRIFTWOOD, TX 78619

RENTAL DAYS:**14**

INVOICE FROM DATE: 4/04/24 8:01
INVOICE THRU DATE: 4/18/24 8:00

PO# : 2024-00001064

JOB NUMBER : 2 - HAYS COUNTY JOBS

RENTAL START DATE: 4/04/24 8:00

DELIVERED BY: HERC

ORDERED BY: AMAYA, JESSE

SIGNED BY: PHYSICAL PO

SALES REP: JAMIN JONES

CLOSED BY: EMMA DOUGLAS

	<u>Original</u>	<u>Adjustments</u>	<u>Total</u>
RENTAL CHARGES	769.00		769.00
OTHER CHARGES	400.23		400.23
RENTAL PROTECTION	115.35		115.35
DELIVERY/PICK UP	550.00		550.00
TOTAL CHARGES	1834.58		1834.58

NET DUE **1834.58**

QTY	EQUIPMENT #	HRS/	MIN	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	FUEL TANK 552 GALLON 800150859 Make: TRANSCUBE Model: 20TCG Ser #: 16005823 5301050	8/	134.00	22.33	134.00	407.00	769.00	769.00
	EMISSIONS & ENV SURCHARGE							15.23
	RENTAL PROTECTION PLAN							115.35

SALES ITEMS:

QTY	ITEM NUMBER	UNIT	PRICE	AMOUNT
1	FUEL TANK INSPECTION & CLEAN	EA	275.000	275.00
	3740000001 - REVENUE			
1	TRANS SRVC SURCHARGE		55.000	55.00
	3710000001 - TRANS SERVICE SURCHARGE			
1	TRANS SRVC SURCHARGE		55.000	55.00
	3710000001 - TRANS SERVICE SURCHARGE			

Customer Number: 2603171 Res/Quote Number: 55811933 Invoice Number: 34490887-001 Invoice Date: 4/18/24

For GREAT DEALS on USED EQUIPMENT - Visit us at HercRentals.com



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for The Katy, City of Elgin, Bastrop County, Texas. **BECERRA**

Summary

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.

Attachments

CAHFC Letter

General & No Litigation Certificate



April 16, 2024

Janice L. Jones
Hays County Criminal District Attorney's
Office – Civil Division
Hays County Courthouse
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Tax-Exempt Obligations
(The Katy)

Dear Ms. Jones:

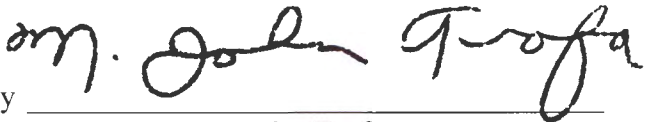
The Capital Area Housing Finance Corporation (the "*Corporation*") will issue its tax-exempt obligations in an aggregate principal amount not to exceed \$35,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Elgin, a political subdivision of the Corporation (the "*Development*"). The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Ruben Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

Although the Development will be constructed in the City of Elgin, Bastrop County, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this General Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, May 31, 2024.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 

M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its tax-exempt obligations for The Katy project, to be issued in one or more series in an aggregate principal amount not to exceed \$35,000,000 (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Corporation's articles of incorporation (and all amendments thereto).

3. The County has appointed Commissioner Dr. Michelle Gutierrez Cohen to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this Certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
Assistant Criminal District Attorney -
Civil Division
Hays County Criminal District
Attorney's Office

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to authorize the Hays County Judge to procure a credit card for an amount not to exceed \$5,000.00 from the county depository bank. **BECERRA**

Summary

The Office of the Hays County Judge is requesting a Hays County credit card for making purchases, travel reservations, and other miscellaneous expenses that would normally be charged to the purchasing department credit card.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Shell

Agenda Item

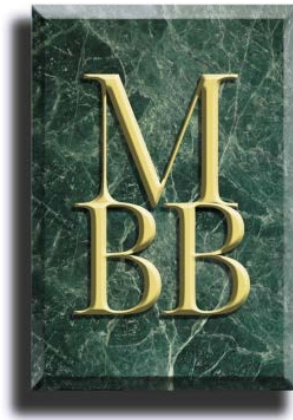
Accept the Fiscal Year 2023 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated March 28, 2024, is attached.

Attachments

ESD #4 Financial Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Management's Discussion and Analysis	3-6
Statement of Net Position and Governmental Funds Balance Sheet	7
Statement of Activities and Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances	8
Notes to Financial Statements	9-19
Required Supplementary Information:	
Budgetary Comparison Schedule - General Fund	20
Schedule of Changes in the Net Pension Liability and Related Ratios - TCDRS	21
Schedule of Contributions - TCDRS	22



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder

Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Fire Commissioners

Hays County Emergency Services District #4

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of the Hays County Emergency Services District #4 (District), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District, as of September 30, 2023, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 the District, 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 opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and 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 the District'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 opinions.

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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 generally accepted auditing standards 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 generally accepted 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 the District'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 the District'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.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in the net pension liability and related ratios, the schedule of contributions, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

March 28, 2024
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #4 ("the District") for the year ended September 30, 2023. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax revenues for the year were \$2,141,565, an increase of \$470,939 over prior year.
- The District's fiscal year sales tax revenue totaled \$754,004, an increase of \$27,651 over the prior year.
- The District incurred an increase in net position of \$767,945 for the year.
- Current and other assets amounted to \$4,161,654 at September 30, 2023, which represented an increase of \$709,612 over the balance at September 30, 2022.
- Capital assets decreased by \$40,009, due additions of capital assets of \$218,432, offset by depreciation of \$221,556 and a loss on disposal of \$36,885.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end).

Because the District's principal source of revenue is property and sales taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets plus deferred outflows less liabilities and deferred inflows) was \$5,578,347 as of September 30, 2023. Capital assets, net of depreciation and related debt, accounted for \$1,678,453 or 30% of the total net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the community. The District had \$125,000 in restricted net assets at year end related to an advance received on a capital grant. \$3,774,894 of net position of is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position at the government-wide reporting level as the District has no business-type activities. The tables below summarize the financial position of the District at September 30, 2023 and 2022 and the results of operations for the same years ended.

<u>Assets</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Current and other assets	\$4,161,654	\$3,452,042
Capital assets, net of accumulated depreciation	<u>2,533,191</u>	<u>2,573,200</u>
Total assets	<u>6,694,845</u>	<u>6,025,242</u>
<u>Deferred outflows of resources-pension</u>	<u>160,347</u>	<u>44,617</u>
<u>Liabilities</u>		
Current and other liabilities	282,530	254,053
Long-term liabilities	<u>994,166</u>	<u>1,003,754</u>
Total liabilities	<u>1,276,696</u>	<u>1,257,807</u>
<u>Deferred outflows of resources-pension</u>	<u>149</u>	<u>1,650</u>
<u>Net position</u>		
Net investment in capital assets	1,678,453	1,628,084
Restricted	125,000	0
Unrestricted	<u>3,774,894</u>	<u>3,182,318</u>
Total net position	<u>\$5,578,347</u>	<u>\$4,810,402</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

<u>Revenues</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Property taxes	\$2,141,565	\$1,670,626
Sales taxes	754,004	726,353
Other	<u>86,589</u>	<u>31,811</u>
Total revenues	<u>2,982,158</u>	<u>2,428,790</u>
<u>Expenses</u>		
Fire and emergency services	1,930,770	1,544,226
Loss on disposal	36,885	0
Depreciation	221,556	132,212
Interest expense	<u>25,002</u>	<u>14,850</u>
Total expenses	<u>2,214,213</u>	<u>1,691,288</u>
Change in net position	767,945	737,502
Net position, beginning	<u>4,810,402</u>	<u>4,072,900</u>
Net position, ending	<u>\$5,578,347</u>	<u>\$4,810,402</u>

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2023, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of \$3,938,213, an increase of \$686,680 from the year-ended September 30, 2022. The District's ending unassigned fund balance was \$3,755,964, which was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$429,625 or 17%, over budget, due primarily to \$214,004 more than anticipated sales tax revenues and \$138,632 more than anticipated property tax revenues. Expenses for the General Fund were \$257,055 or 10% less than budget. The budget variance resulted primarily from capital outlay being \$170,953 less than anticipated and wages and benefits being \$95,953 less than anticipated. The variances in all other expenses were not individually significantly, but combined were \$9,851 more than budget. The budget was amended during the year to increase the budget for wages and benefits and decrease the budget for capital outlay.

Capital Assets

The District's capital assets at September 30, 2023, net of accumulated depreciation, totaled \$2,533,191. The current year decrease of \$40,009 reflects capital outlay of \$218,432 offset by depreciation expense of \$221,556 and a loss on disposal of \$36,885.

Debt

The District's long-term debt at September 30, 2023, net of the current portion, amounted to \$762,835. The current portion of long-term debt was \$91,903. The debt is collateralized by equipment and an interest in sales tax revenues.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

Economic Factors, Future Years' Budgets and Tax Rates

The October 2023 assessed valuation increased by approximately 11% compared to the October 2022 assessment. The tax rate of \$.058 per \$100 of assessed valuation for fiscal year 2023-2024 increased slightly over \$.053 from the prior year.

The tax levy for fiscal year 2023-2024 is expected to provide an approximately \$417,000 increase in property tax revenues for the next fiscal year. Additionally, the District collects sales tax revenues. The budget for fiscal 2024 sales taxes is \$540,000, however, monthly collections for the first four months of fiscal 2023 are approximately \$58,000.

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Hays County Emergency Services District #4
P.O. Box 1312
Wimberley, TX 78676

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET

SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 10)	Statement of Net Position
ASSETS			
Cash	\$ 16,254		\$ 16,254
Short-term investments	3,954,726		3,954,726
Sales taxes receivable	111,056		111,056
Property taxes receivable	51,145		51,145
Prepays	28,473		28,473
Capital assets:			
Land	-	77,747	77,747
Capital assets, net of depreciation	-	2,455,444	2,455,444
	-		2,533,191
	<u>4,161,654</u>		<u>6,694,845</u>
DEFERRED OUTFLOWS OF RESOURCES			
Differences between actual and expected experience	-	46,547	46,547
Net difference between projected and actual earnings	-	16,592	16,592
Contributions subsequent to the measurement date	-	97,208	97,208
	-		160,347
	<u>\$ 4,161,654</u>		
LIABILITIES			
Accrued liabilities	\$ 65,627		65,627
Grant advance	125,000		125,000
Long-term liabilities:			
Due within 1 year: note payable	-	91,903	91,903
Due in more than 1 year:			
Note payable	-	762,835	762,835
Accrued leave	-	173,129	173,129
Pension liability	-	58,202	58,202
	<u>190,627</u>		<u>1,276,696</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	32,814	(32,814)	-
Change in assumptions	-	149	149
	<u>32,814</u>		<u>149</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Nonspendable	28,473	(28,473)	
Restricted-capital grant	125,000	(125,000)	
Assigned - volunteer funds	28,776	(28,776)	
Fund balance - unassigned	3,755,964	(3,755,964)	
	<u>3,938,213</u>	<u>(3,938,213)</u>	
	<u>\$ 4,161,654</u>	<u>(4,161,654)</u>	
NET POSITION			
Net investment in capital assets		1,678,453	1,678,453
Restricted-capital grant		125,000	125,000
Unrestricted		3,774,894	3,774,894
			<u>\$ 5,578,347</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 10)	Statement of Activities
EXPENDITURES/EXPENSES:			
Current service operations:			
Wages and benefits	\$ 1,499,393	\$ (30,896)	\$ 1,468,497
Insurance	118,037		118,037
Station repairs and maintenance	80,514		80,514
Professional services	58,349		58,349
Office and administrative	52,242		52,242
Supplies and equipment	44,808		44,808
Communications	29,997		29,997
Uniforms	23,040		23,040
Utilities	21,973		21,973
Appraisal and tax collection fees	16,941		16,941
Training	12,992		12,992
Other	3,380		3,380
Debt service			
Interest	25,002		25,002
Principal	90,378	(90,378)	-
Loss on disposal of capital assets	-	36,885	36,885
Depreciation	-	221,556	221,556
Capital outlay	218,432	(218,432)	-
	<u>2,295,478</u>		<u>2,214,213</u>
General revenues:			
Property taxes	2,141,565		2,141,565
Sales tax	754,004		754,004
Interest	30,545		30,545
Other	56,044		56,044
Total general revenues	<u>2,982,158</u>		<u>2,982,158</u>
NET CHANGE IN FUND BALANCE/NET POSITION	686,680		767,945
BEGINNING FUND BALANCE/NET POSITION	<u>3,251,533</u>		<u>4,810,402</u>
ENDING FUND BALANCE/NET POSITION	<u><u>\$ 3,938,213</u></u>		<u><u>\$ 5,578,347</u></u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Wimberley Rural Fire Prevention District #4 (the District) was established on August 22, 1983 for the purpose of providing fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the citizens of the District. The District is governed by a five-member Board of Fire Commissioners, which is appointed by the Hays County Commissioners Court.

The Texas Legislature passed a bill effective September 1, 2003 to require all fire prevention districts to change their name. The Wimberley Rural Fire Prevention District #4 changed its name to the Hays County Emergency Services #4. The District is not included in any other governmental reporting entity. Additionally, no other entity meets the requirements to be included in the District's financial statements.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by property and sales taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Equipment	5-15 years
Vehicles	5-20 years
Office furniture	5-10 years
Building	20-30 years

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 9 for more information.

The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items that qualify for reporting in this category. Unavailable property tax revenue is reported only in the governmental funds balance sheet, where amount are deferred and recognized as an inflow of resources in the period the amounts become available. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 9 for more information.

PENSIONS

For purposes of measuring the net pension asset and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by TCDRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCDRS are reported at fair value.

NOTE 3: DEPOSITS AND INVESTMENTS

At September 30, 2023, the bank balance was \$16,254. All of the District's deposits were fully collateralized with securities held by the pledging financial institution. The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in a money market savings accounts in the amount of \$3,954,726, respectively. The District was in compliance with the requirements of Chapter 2256 and with its policy during the year.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2022 levy was \$0.053 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	<u>\$77,747</u>	<u>\$0</u>	<u>\$0</u>	<u>\$77,747</u>
<u>Capital assets being depreciated:</u>				
Rescue equipment	17,226	3,770	0	20,996
Fire machinery and equipment	185,005	4,639	0	189,644
Office furniture and equipment	20,939	5,500	0	26,439
Firefighting and other equipment	408,040	16,456	0	424,496
Buildings and improvements	1,794,401	123,668	0	1,918,069
Vehicles	<u>1,935,338</u>	<u>64,399</u>	<u>(134,130)</u>	<u>1,865,607</u>
	<u>4,360,949</u>	<u>218,432</u>	<u>(134,130)</u>	<u>4,445,251</u>
<u>Accumulated depreciation:</u>				
Rescue equipment	(10,273)	(3,493)	0	(13,766)
Fire machinery and equipment	(50,435)	(15,062)	0	(65,497)
Office furniture and equipment	(12,377)	(3,205)	0	(15,582)
Firefighting and other equipment	(320,382)	(25,623)	0	(346,005)
Buildings and improvements	(402,035)	(61,240)	0	(463,275)
Vehicles	<u>(1,069,994)</u>	<u>(112,933)</u>	<u>97,245</u>	<u>(1,085,682)</u>
Total accumulated depreciation	<u>(1,865,496)</u>	<u>(221,556)</u>	<u>97,245</u>	<u>(1,989,807)</u>
Total capital assets, net	<u>\$2,573,200</u>	<u>(\$3,124)</u>	<u>(\$36,885)</u>	<u>\$2,533,191</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 6: LONG-TERM LIABILITIES

	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
#9601	\$600,000	9/3/31	2.457%	\$546,383	\$0	\$54,984	\$491,399
#04PB	<u>398,733</u>	3/1/32	3.110%	<u>398,733</u>	<u>0</u>	<u>35,394</u>	<u>363,339</u>
	<u>\$998,733</u>			<u>\$945,116</u>	<u>\$0</u>	<u>\$90,378</u>	<u>\$854,738</u>

The notes are secured by the District's sales tax revenues and have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments. Maturities of long-term debt as of September 30, 2023 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$91,903	\$23,477	\$115,380
2025	94,405	20,976	115,381
2026	96,976	18,405	115,381
2027	99,618	15,762	115,380
2028	102,333	13,048	115,381
2029-2031	<u>369,503</u>	<u>23,509</u>	<u>393,012</u>
	<u>\$854,738</u>	<u>\$115,177</u>	<u>\$969,915</u>

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$148,975</u>	<u>\$97,478</u>	<u>(\$73,324)</u>	<u>\$173,129</u>

NOTE 7: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. The budget was amended during the year, primarily to adjust expenses within different line items. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, property tax and sales tax revenues were higher than budgeted, while operations expenditures and capital outlay were less than anticipated.

NOTE 8: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, injuries to employees and natural disasters. The District purchases commercial insurance to cover its general liabilities. There were no significant reductions in coverage in the past fiscal year and no settlements exceeding insurance coverage.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM (TCDRS)

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCERS, an agent multiple-employer public employee retirement system. TCERS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCERS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCERS. This report may be obtained by calling TCERS at 800-823-7782; in addition, the report is available on TCERS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCERS. TCERS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

Employee deposit rate	7%
District contribution rate	12.30%
Years required for vesting	8
Service retirement eligibility (expressed as age/years of service)	60/8, any/20, rule of 75

Employees Covered

As of the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	0
Active employees	28

Contributions

Under the state law governing TCERS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 12.45%. The District's contributions to TCERS for the year ended September 30, 2023 were \$128,020, which equaled the required contribution.

Net Pension Liability/(Asset)

The District's net pension liability (asset) of \$58,202 for TCERS at September 30, 2023 was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2022
Actuarial cost method:	Entry age normal
Investment rate of return (7.60% rate of return plus 0.10% adjustment gross of administrative expenses):	7.50%
Inflation:	2.50%
Projected Salary Increases:	4.70% average
Mortality rates	135% and 120% of Pub-2010 General Retirees Tables for males and females, respectively, both projected with 100% of MP-2021 Scale after 2010

Actuarial assumptions used in the December 31, 2022 valuation were based on the results of an actuarial experience study over the years 2017-2021.

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.60% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
Cash Equivalents	2.00%	0.20%
U.S. Equities	11.50%	4.95%
Private Equity	25.00%	7.95%
Global Equities	2.50%	4.95%
International Equities-Developed	5.00%	4.95%
International Equities-Emerging	6.00%	4.95%
Investment-Grade Bonds	3.00%	2.40%
Strategic Credit	9.00%	3.39%
Direct Lending	16.00%	6.95%
Distressed Debt	4.00%	7.60%
REIT Equities	2.00%	4.15%
Master Limited Partnerships	2.00%	5.30%
Private Real Estate Partnerships	6.00%	5.70%
Hedge Funds	6.00%	2.90%

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease <u>(6.60%)</u>	Discount Rate <u>(7.60%)</u>	1% Increase <u>(8.60%)</u>
District's net pension liability (asset)	<u>\$110,019</u>	<u>\$58,202</u>	<u>\$17,676</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance at December 31, 2021	<u>\$23,710</u>	<u>\$27,689</u>	<u>(\$3,979)</u>
Changes for the year:			
Service cost	93,272	0	93,272
Interest on total pension liability	8,891	0	8,891
Effect of plan changes	59,121	0	59,121
Effect of economic/demographic gains or losses	51,187	0	51,187
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses	0	(104)	104
Member contributions	0	71,693	(71,693)
Net investment income	0	(13,903)	13,903
Employer contributions	0	72,308	(72,308)
Other	<u>0</u>	<u>20,296</u>	<u>(20,296)</u>
Balance at December 31, 2022	<u>\$236,181</u>	<u>\$177,979</u>	<u>\$58,202</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the District recognized pension expense of \$87,518. At September 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$0	\$46,547
Changes in actuarial assumptions	\$149	\$0
Net difference between projected and actual earnings	\$0	\$16,592
Contributions subsequent to the measurement date	N/A	\$97,208

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

\$97,208 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2024. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the plan year ended December 31:

2023	\$8,695
2024	8,695
2025	8,695
2026	9,064
2027	4,638
Thereafter	<u>23,203</u>
	<u>\$62,990</u>

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$3,938,213
Increase net position for capital assets not reported in the fund financial statements	2,533,191
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	32,814
Accrued leave not reported in the fund statements as it is not paid with current resources	(173,129)
Long-term note payable not reported in the fund statements as it is not paid with current resources	(854,738)
Long-term pension liability not reported in the fund statements	(58,202)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>160,198</u>
Net position - governmental activities	<u>\$5,578,347</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Net change in fund balance - governmental fund	\$686,680
Depreciation expense not recognized in the fund financial statements	(221,556)
Loss on disposal of capital assets	(36,885)
Long-term debt principal payments recognized as expenditures in the fund financial statements	90,378
Change in accrued leave not reported in the fund financial statements	(24,154)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension asset and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements	55,050
Capital outlays recognized as expenditures in the fund financial statements	<u>218,432</u>
Change in net position - governmental activities	<u>\$767,945</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2023

	<u>Original Budget</u>	<u>Amended and Final Budget</u>	<u>Actual</u>	<u>Favorable/ (Unfavorable) Variance</u>
GENERAL REVENUES				
Property taxes	\$2,002,933	\$2,002,933	\$2,141,565	\$138,632
Sales taxes	540,000	540,000	754,004	214,004
Interest	0	0	30,545	30,545
Other	<u>9,600</u>	<u>9,600</u>	<u>56,044</u>	<u>46,444</u>
	<u>2,552,533</u>	<u>2,552,533</u>	<u>2,982,158</u>	<u>429,625</u>
EXPENDITURES				
Current service operations:				
Wages and benefits	1,578,798	1,595,346	1,499,393	95,953
Insurance	110,200	110,200	118,037	(7,837)
Station repairs and maintenance	76,500	75,500	80,514	(5,014)
Professional services	44,000	44,000	58,349	(14,349)
Office and administrative	32,210	33,210	52,242	(19,032)
Supplies and equipment	39,450	35,450	44,808	(9,358)
Communications	44,600	39,100	29,997	9,103
Uniforms	44,000	44,000	23,040	20,960
Utilities	32,250	32,250	21,973	10,277
Appraisal and tax collection fees	16,000	16,000	16,941	(941)
Training	52,105	52,105	12,992	39,113
Other	6,000	6,000	3,380	2,620
Debt service	79,987	79,987	115,380	(35,393)
Capital outlay	<u>396,433</u>	<u>389,385</u>	<u>218,432</u>	<u>170,953</u>
	<u>2,552,533</u>	<u>2,552,533</u>	<u>2,295,478</u>	<u>257,055</u>
NET CHANGE IN FUND BALANCE	0	0	686,680	686,680
BEGINNING FUND BALANCE	<u>3,251,533</u>	<u>3,251,533</u>	<u>3,251,533</u>	<u>0</u>
ENDING FUND BALANCE	<u>\$3,251,533</u>	<u>\$3,251,533</u>	<u>\$3,938,213</u>	<u>\$686,680</u>

See independent auditor's report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

REQUIRED SUPPLEMENTARY INFORMATION-TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2023*

	Valuation Year Ended December 31	
	2022	2021
Total pension liability/ (asset)		
Service cost	\$93,272	\$22,188
Interest on total pension liability/ (asset)	8,891	1,686
Effect of plan changes	59,121	0
Difference between economic/demographic (gains) or /losses	51,187	17
Changes of assumptions	0	(181)
Benefit payments, including refunds of employee contributions	<u>0</u>	<u>0</u>
Net change in total pension liability/ (asset)	212,471	23,710
Total pension liability/ (asset)-beginning	<u>23,710</u>	<u>0</u>
Total pension liability/ (asset)-ending (a)	<u>\$236,181</u>	<u>\$23,710</u>
Plan fiduciary net position		
Contributions-employer	\$72,308	\$12,168
Contributions-employee	71,693	12,064
Net investment income	(13,903)	2,785
Benefit payments, including refunds of employee contributions	0	0
Administrative expenses	(104)	(15)
Other	<u>20,296</u>	<u>687</u>
Net change in plan fiduciary net position	150,290	27,689
Plan fiduciary net position-beginning	<u>27,689</u>	<u>0</u>
Plan fiduciary net position-ending (b)	<u>\$177,979</u>	<u>\$27,689</u>
Net pension liability/ (asset) (a) - (b)	<u><u>\$58,202</u></u>	<u><u>(\$3,979)</u></u>
Plan fiduciary net position as a % of the total pension/ (asset) liability	75.36%	116.78%
Covered employee payroll	\$1,024,186	\$172,349
Net pension liability as a percentage of covered employee payroll	5.68%	-2.31%

Note: The District began participating in the plan in fiscal year 2022. Fiscal year 2023 Valuation Date: 12/31/22.

See independent auditor's report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

REQUIRED SUPPLEMENTARY INFORMATION -TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM SCHEDULE OF CONTRIBUTIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2023*

	<u>2023</u>	<u>2022</u>
Actuarially determined contribution**	\$128,020	\$58,856
Contributions in relation to the actuarially determined contribution**	\$128,020	\$58,856
Contribution deficiency (excess)	\$0	\$0
Covered-employee payroll	\$1,138,761	\$883,016
Contributions as a percentage of covered-employee payroll	11%	7%

Notes to Required Supplementary Information:

* The District began participating in the plan in fiscal year 2022.

** TCERS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization	17.8 years (based on contribution rate calculated in 12/31/2022)
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	7.50%, net of investment expenses, including inflation
Inflation	2.50%
Projected Salary Increases	Varies by age and service. 4.70% average over career including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality rates	135% of the Pub-2010 General retirees Table for males and 120% for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Changes in Assumptions and Methods:

2021: No changes in assumptions and methods.

2022: No changes in assumptions and methods.

Changes in Plan Provisions:

2021: No changes in plan provisions were reflected in the schedule.

2022: No changes in plan provisions were reflected in the schedule.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No. 6 in the amount of (\$156,391.16) to the construction contract between Hays County and Aaron Concrete Contractors, LLC for the Darden Hill at Sawyer Ranch Roundabout (IFB 2023-B11) project as part of the Hays County Road Bond Program in Precinct 4.

SMITH/BORCHERDING

Summary:

This final, balancing Change Order provides for overruns/underruns of the Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. Overruns include increase in asphalt due to extending final overlay to cover temporary pavement markings that were marked on existing pavement during the construction of the project. Underruns include block sodding not used due to water restrictions that prevented watering the sod on the project and reducing quantities for constructing detours. Temporary pavement was included in the original plans for the construction of a detour on the west side of the project. It was determined that existing pavement was in good shape that could be improved by overlaying with no full depth reconstruction necessary. The pavement is also located in the area that will be removed during future improvement projects on Darden Hill Road.

This Change Order results in a net decrease of \$156,391.16 to the Contract amount, for an adjusted total Contract amount of \$3,102,993.52. The original Contract amount was \$3,587,296.50. As a result of this and all Change Orders to date, \$484,302.98 has been subtracted from the Contract, resulting in a 13.50% net decrease in the Contract cost.

Fiscal Impact:

Amount Requested: (\$156,391.16) - savings

Line Item Number: 035-804-96-867.5611_700

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Invitation for Bid (IFB) 2023-B11 Darden Hill @ Sawyer Ranch Roundabout

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Darden Hill at Sayer Ranch Roundabout Aaron Concrete Contractors Change Order No. 6

HAYS COUNTY, TEXAS
CHANGE ORDER NUMBER: 6

1. CONTRACTOR: Aaron Concrete Construction
2. Change Order Work Limits: Sta. 11+00.00 to Sta. 24+53.98
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>Darden Hill</u>
Roadway:	<u>Darden Hill</u>
Hays Co. Number:	<u>IFB-2023-B11</u>

5. Describe the work being revised:

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$156,391.16)

THE CONTRACTOR

Date 4/2/24By [Signature]Typed/Printed Name Robert Tomlinson

Typed/Printed Title _____

RECOMMENDED FOR EXECUTION:

[Signature], P.E. 4/2/2024
Construction Engineering Inspector Date

DocuSigned by:

Jerry Borcharding 4/4/2024
Transportation Director Date

DocuSigned by:

Victor Vargas 4/4/2024
Program Manager Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

CHECKED BY: ARIK LIANE
4/3/2024

HAYS COUNTY, TEXAS

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other



Darden Hill at Sawyer Ranch Roundabout Improvements
Hays County Project Number: IFB-2023-B11
Change Order #6

Reason for Change

This Change Order provide for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

The following is an explanation of significant item changes:

Item 508-6001 Constructing Detours. The full plan quantity was not used on the project. Temporary pavement was called for in the original plans for the construction of a detour on the west end of the project so that an area of existing pavement could be reconstructed. It was determined in the field that the existing pavement was in good shape and that the pavement would be improved by overlaying and did not require full depth reconstruction. This is also located in the area that will be removed during future improvement projects on Darden Hill. This revision resulted in a savings of \$110,272.00 to the Contract.

This Change Order results in a net decrease of \$156,391.16 to the Contract amount, for an adjusted total Contract amount of \$3,102,993.52 The original Contract amount was \$3,587,296.50. As a result of this and all Change Orders to date, \$484,302.98 has been subtracted from the Contract, resulting in a 13.50% net decrease in the Contract Cost. No additional time will be added by this Change Order.

John Jasek, P.E.
BGE, Inc.

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

200 W. 6th Street
Suite 2400
Austin, TX 78701

Telephone (512) 447-5590
www.hntb.com

**Hays County Road Bond Program
Darden Hill at Sawyer Ranch Road
Hays County Project No. IFB 2023-B11**

**Change Order No. 06
Reason for Change**

This Change Order provides the final balancing for the overruns/underruns of Contract Quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

The following a more detailed description of the highest value revision to items on the Contract:

Item 162-6002 Block Sodding. This item was not used due to water use restrictions that prevented watering the sod on the project. This revision resulted in a savings of \$28,142.80 to the Contract.

Item 340-6106 D-GR HMA (SQ) Ty-D PG 64-22. This item was overrun because the limits of the final overlay were extended to the east on Darden Hill. The final overlay was extended to cover the temporary pavement markings that were marked on the existing pavement during the construction of the project. This revision resulted in an additional cost of \$29,358.00 to the Contract.

Item 508-6001 Constructing Detours. The full plan quantity was not used on the project. Temporary pavement was called for in the original plans for the construction of a detour on the west end of the project so that an area of existing pavement could be reconstructed. It was determined in the field that the existing pavement was in good shape and that the pavement would be improved by overlaying and did not require full depth reconstruction. This is also located in the area that will be removed during future improvement projects on Darden Hill. This revision resulted in a savings of \$110,272.00 to the Contract.

Reason Code 2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) was used to justify this change.

This Change Order results in a decrease of \$156,391.16 to the Contract amount, for an adjusted Contract amount of \$3,102,993.52. The original Contract amount was \$3,587,296.50. Because of this and all previous Change Orders to date, a total of \$484,302.98 has been subtracted from the Contract, resulting in a 13.5% net decrease in the Contract cost. No additional time will be added by this Change Order.

HNTB Corporation

DocuSigned by:

Victor Vargas

13A3CD904F0E48C...
Victor M. Vargas, P. E.
Hays County GEC
Senior Construction Manager

4/4/2024

Date



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No. 9 in the amount of \$198,965.70 to the construction contract between Hays County and Jordan Foster Construction, LLC for the Dacy Lane (IFB 2021-B02) project as part of the Hays County Road Bond Program in Precincts 1 and 2 and amend the budget accordingly.

COHEN/INGALSBE/BORCHERDING

Summary:

This Change Order provides for overruns/underruns of the Contract quantities to match the quantities utilized in the field associated with additional work that the County requested. Overruns include additional asphalt due to the addition of a full width overlay of Windy Hill Road rather than the overlay of just the widening area as was called for in the plans, and additional asphalt utilized as level-up at the Windy Hill Road intersection to improve the profile and ride across the intersection, and a slight increase in asphalt along Dacy Lane to improve the ride surface. Additional overruns include additional use of law enforcement officers needed for the installation of new traffic signals at Bebee Road and Windy Hill Road as well as during the paving and striping operations at these intersections, pavement markers installed in accordance with the current standards, sealer used for final Type I pavement markings, a driveway changed to asphalt, and reconstruction of a driveway to eliminate drag for long trailers.

This Change Order results in a net increase of \$198,965.70 to the Contract amount, for an adjusted total Contract amount of \$21,134,214.67. The original Contract amount was \$19,045,677.00. As a result of this and all Change Orders to date, \$2,088,537.67 has been added to the Contract, resulting in a 10.97% net increase in the Contract cost.

Fiscal Impact:

Amount Requested: \$198,965.70

Line Item Number: 035-801-96-634.5611_700

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$198,966 - Increase Construction_Capital 035-801-96-634.511_700

(\$198,966) - Decrease General Construction 035-800-96.5611_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Invitation for Bid (IFB) 2021-B02 Dacy Lane Road Improvements

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

IFB2021(B02)-DacyLane-JordanFoster-CO#09

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

1. CONTRACTOR: Jordan Foster Construction, LLC
2. Change Order Work Limits: Sta. 80+95.07 to Sta. 250+43.0
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project: Dacy Lane

Roadway: Dacy Lane

Hays Co. Number: IFB-2021-B02

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. This change order will adjust the quantities for several work items to match the quantities utilized in the field associated with additional work that was requested by the County.

6. Work to be performed in accordance with Items: N/A
7. New or revised plan sheet(s) are attached and numbered: 341, 530, 662, 672
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, does not agree to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3/25/2024

By [Signature]

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$198,965.70

RECOMMENDED FOR EXECUTION:

[Signature] 3/25/2024
Construction Engineering Inspector Date

DocuSigned by:

[Signature] 4/10/2024
1FC60126FF51432 Transportation Director Date

DocuSigned by:

[Signature] 4/10/2024
13A3CD904F0E48C Program Manager Date

County Commissioner Precinct 1 Date
|| APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
|| APPROVED || REQUEST APPROVAL

County Commissioner Precinct 3 Date
|| APPROVED || REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

CHECKED BY: ARIK LIANE
4/8/2024



**Dacy Lane Road Improvements
Hays County Project Number: IFB-2021-B02
Change Order #9**

Reason for Change

This change order will adjust the quantities for several work items to match the quantities utilized in the field associated with additional work that was requested by the County.

The following is a more detailed description of the changes to each bid item:

Item 0341-6028A D-GR HMA TY-C PG70-22 overran due to the addition of a full width overlay of the Windy Hill widening. The original plans only included an overlay of just the widening area. Also, additional hotmix was utilized as level-up at the Windy Hill intersection to improve the profile and ride across the intersection. During the paving operation for Dacy Lane, the contractor utilized grade control of the paver to help eliminate abrupt bumps or dips in the pavement to improve the final riding surface. This caused a slight overrun of material throughout the full length of the project.

0530-6005A DRIVEWAYS (ACP) overran due to driveway DW15221 changing to ACP as well as having to reconstruct a portion driveway DW16110 to eliminate the valley driveway, since long trailers were dragging.

0662-6004 WK ZN PAV MRK NON-REMOVE (W)4"(SLD), 0662-6012 WK ZN PAV MRK NON-REMOVE (W)8"(SLD), 0662-6034 WK ZN PAV MRK NON-REMOVE (Y)4"(SLD) overran due to be utilized as a sealer for the final Type I pavement markings.

0672-6007 REFL PAV MRKR TY I-C, 0672-6009 REFL PAV MRKR TY II-A-A overran since they were installed in accordance with the current standards.

CO6-002 LAW ENFORCEMENT: CONTRACTOR FORCE ACCOUNT overran since additional use of law enforcement officers were needed for the installation of the new traffic signals at Bebee Rd and Windy Hill Rd as well as during the paving and striping at these intersections.

This Change Order results in a net increase of \$198,965.70 to the Contract amount, for an adjusted total Contract amount of \$21,134,214.67. The original Contract amount was \$19,045,677.00. As a result of this and all Change Orders to date, \$2,088,537.67 has been added to the Contract, resulting in a 10.97% net increase in the Contract Cost.

A handwritten signature in blue ink, appearing to read "John R. Jasek, P.E.", is written over a light blue horizontal line.

John Jasek, P.E.

Serving. Leading. Solving. TM



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$39,600.00 to the Professional Services Agreement for right-of-way acquisition services between Hays County and LJA Engineering, Inc. for the Hillside Terrace Safety Improvements (IH 35 to FM 2001) project in Precinct 2, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **COHEN/BORCHERDING**

Summary:

The requested Amendment increases the contract compensation cap by \$39,600.00 from \$405,600.00 to \$445,200.00. This will allow for the execution of Supplemental #4 to Work Authorization #1 which authorizes additional services to account for the changing complexities of the project, like extended negotiations on complex parcels, adding scope for asbestos testing, condemnation support services, and additional relocation services, along a rapidly developing roadway. The Work Authorization termination date is also extended to March 31, 2025. The contract for Hillside Terrace ROW acquisition is funded by the Transportation Department Budget. Construction funding has not been identified.

Fiscal Impact:

Amount Requested: \$39,600.00

Line Item Number: 020-710-00-648.5632_700

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$39,600 - Increase Hillside Terrace Right of Way_Capital 020-710-00-648.5632_700

(\$39,600) - Decrease Operating Contract Road Work 020-710-00.5448_010

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4)

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Hillside-LJA-PSAAmendment03

CONTRACT AMENDMENT NO. 3
TO
HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION
SERVICES

HAYS COUNTY ROAD BOND PROJECT:
Hillside Terrace (“Project”)

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for Right of Way Acquisition Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Contractor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Contractor executed the Hays County Contract for Right of Way Acquisition Services dated effective March 23, 2021 (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 \$405,600.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Contractor agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$405,600.00 to \$445,200.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

CONTRACTOR:

By: Lora Gunter
Signature

Lora Gunter
Printed Name

Vice President
Title

April 15, 2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


4/17/2024



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Hold a public hearing with possible action 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: 04/23/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action to establish a 4-way stop on Summit Drive at Bluebonnet Way within Green Pastures Subdivision. **INGALSBE/BORCHERDING**

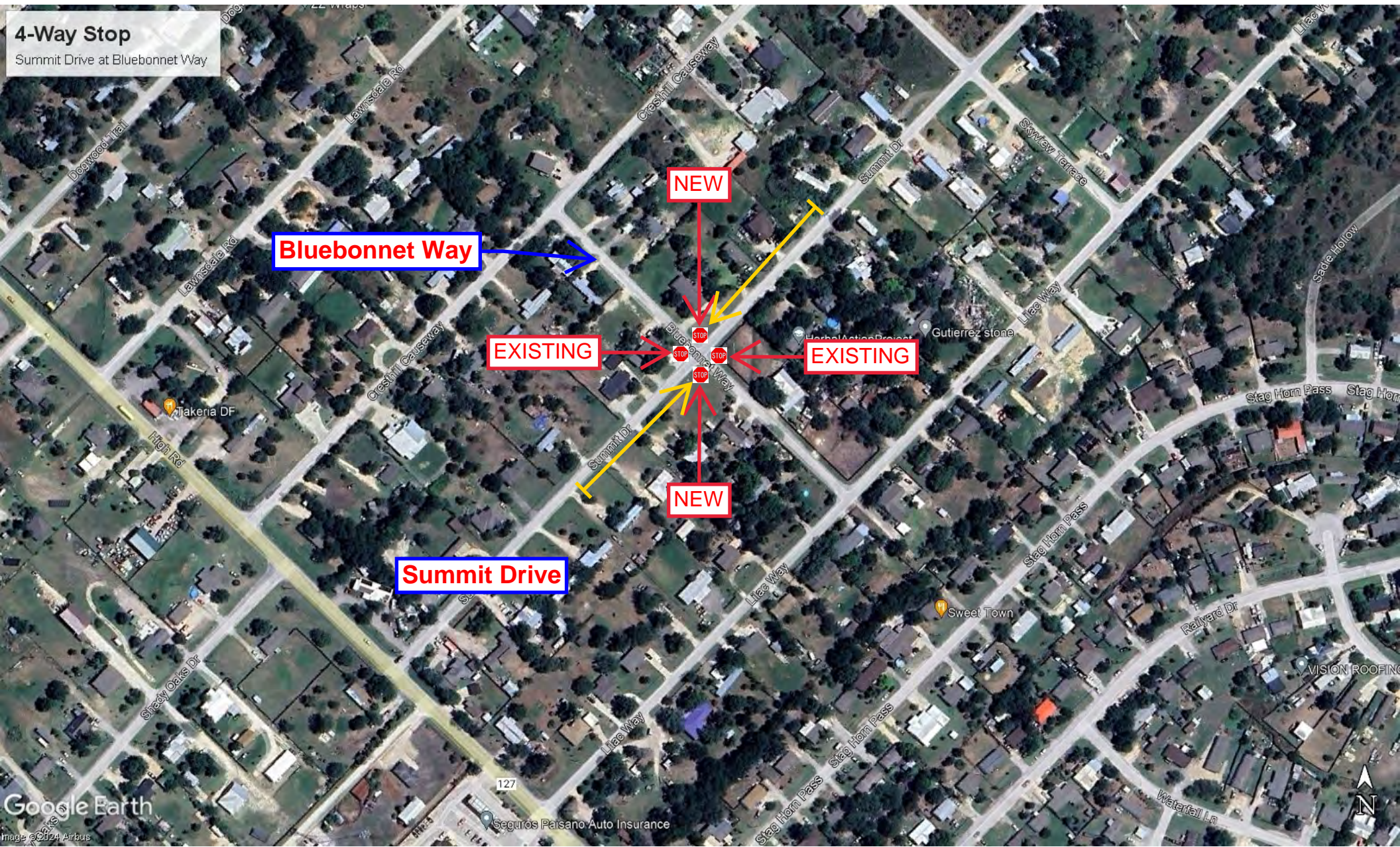
Summary

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 Subdivision. (Please see attachment)

Attachments

Summit Drive 4-Way Stop Backup

4-Way Stop
Summit Drive at Bluebonnet Way



Bluebonnet Way

EXISTING

NEW

EXISTING

NEW

Summit Drive



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Colby Machacek, Development Services Senior Planner

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept the Performance Bond No. 100251164 in the amount of \$1,132,039.07 for road pavement improvements in the Addie's Point Subdivision. **INGALSBE/BORCHERDING**

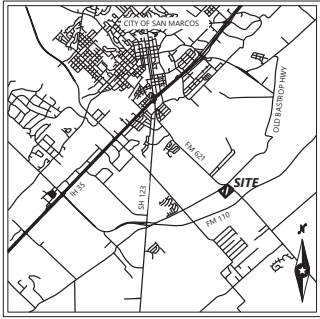
Summary

The final plat for the Addie's Point Subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat
Bond

VICINITY MAP
(NOT TO SCALE)



FINAL PLAT

ADDIE'S POINT SUBDIVISION

CITY OF SAN MARCOS ETJ, HAYS COUNTY, TEXAS
A 22.797 ACRE TRACT OF LAND SITUATED IN THE JESSE W.
WILSON SURVEY NO. 1, ABSTRACT NO. 481, THE W. BURNETT
SURVEY, ABSTRACT NO. 56, AND THE J. MCGUIRE SURVEY,
ABSTRACT NO. 320, HAYS COUNTY, TEXAS,
BEING THAT SAME 22.797 ACRE TRACT OF LAND CONVEYED
UNTO RILEY'S POINTE APARTMENTS OWNER, LLC,
RECORDED IN DOCUMENT NO. 23036202, HAYS COUNTY
OFFICIAL PUBLIC RECORDS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

THAT WE, BANK CIZK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN
HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT
NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDED OF
THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS
AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS FINAL
PLAT OF ADDIE'S POINT SUBDIVISION, CITY OF SAN MARCOS ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, A.D. 20____

BANK CIZK

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY
APPEARED _____, 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

SURVEYORS CERTIFICATION
STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

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.

ETHAN J. CIZKE
REGISTERED PROFESSIONAL LAND SURVEYOR

ENGINEERS CERTIFICATION
STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO
HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED
WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE
AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT
STATE STANDARDS.

REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF BEAR

KNOW ALL MEN BY THESE PRESENTS

THAT, RILEY'S POINTE APARTMENTS OWNER, LLC, A DELAWARE LIMITED LIABILITY
COMPANY, OWNER OF A PORTION OF THAT 267.389 ACRES OF LAND DESCRIBED IN A
DEED RECORDED IN INSTRUMENT # 23036202, OF THE HAYS COUNTY OFFICIAL PUBLIC
RECORDS.

ALL BEING OUT OF THE J.W. WILSON SURVEY, ABSTRACT NO. 481; THE W. BURNETT
SURVEY, ABSTRACT NO. 56; AND THE J. MCGUIRE SURVEY, ABSTRACT NO. 320 DO HEREBY
SUBDIVIDE 22.797 ACRES OF SAID LAND AS SHOWN HEREON, AND DO HEREBY CONSENT
TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE
PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN
HEREON. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT OF ADDIE'S POINT
SUBDIVISION, CITY OF SAN MARCOS ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, A.D. 20____

RILEY'S POINTE APARTMENTS OWNER, LLC
A DELAWARE LIMITED LIABILITY COMPANY
8045 ARCO CORPORATE DRIVE, SUITE 108
RALEIGH, NORTH CAROLINA 27617

BY: _____

ITS: _____

STATE OF TEXAS
COUNTY OF BEAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY
APPEARED _____, 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

CITY OF SAN MARCOS
CERTIFICATE OF APPROVAL

APPROVED ADMINISTRATIVELY AND AUTHORIZED TO BE RECORDED ON _____ BY THE DIRECTOR
OF PLANNING AND DEVELOPMENT SERVICES OF THE CITY OF SAN MARCOS, TEXAS.

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES DATE

CIP AND ENGINEERING DATE

RECORDING SECRETARY DATE

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 BICORRA
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 THIS

PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT

_____, O'CLOCK _____, AND DULY RECORDED ON THE _____ DAY OF _____, 20____, AT

_____, O'CLOCK _____, IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN HAYS COUNTY

INSTRUMENT NUMBER _____

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES, DO HEREBY CERTIFY
THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN
THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY, AND THE CITY OF SAN
MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRAJURISDICTIONAL JURISDICTION OF THE
CITY OF SAN MARCOS.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT
THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS
STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEER, R.S., C.E.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY
CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS
STATED IN THE HAYS COUNTY DEVELOPMENT REGULATION AND/OR HAYS COUNTY RULES FOR
ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

GENERAL NOTES

- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE,
EDWARDS AQUIFER CONTRIBUTING ZONE, OR THE SAN MARCOS RIVER CORRIDOR.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN
AS Delineated ON HAYS COUNTY F.I.R.M. PANEL NO. 48020C081F DATED SEPTEMBER 2, 2005.
- THIS SUBDIVISION CONTAINS 1 LOT FOR A TOTAL OF 22.797 ACRES.
LOTS LESS THAN 1.00 ACRE: 0
LOTS 1.00 TO 2.00 ACRE: 0
LOTS 2.00 TO 5.00 ACRE: 0
LOTS 5.00 TO 10.00 ACRE: 0
LOTS LARGER THAN 10.00 ACRES: 1
- THIS SUBDIVISION LIES WITHIN THE FOLLOWING JURISDICTIONS:
HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
SAN MARCOS INDEPENDENT SCHOOL DISTRICT
BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT (SHARED TERRITORY)
- WATER SUPPLY FOR THIS SUBDIVISION IS PROVIDED BY THE CITY OF SAN MARCOS.
- WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY THE CITY OF SAN MARCOS.
- ELECTRICITY FOR THIS SUBDIVISION IS TO BE PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE,
INC.
- GAS SERVICES FOR THIS SUBDIVISION IS PROVIDED BY CENTERPOINT ENERGY.
- TELEPHONE/CABLE SERVICES FOR THIS SUBDIVISION ARE PROVIDED BY SPECTRUM.
- THIS SUBDIVISION LIES WITHIN THE ETJ OF THE CITY OF SAN MARCOS AND IS SUBJECT TO ITS
ORDINANCES.
- BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE, NAD83 (11)
ADJUSTMENT, DISTANCES SHOWN HEREON ARE SURFACE VALUES UTILIZING A COMBINED SCALE
FACTOR OF 1.000157605.
- RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE
WATER SOURCE.
- NO OBJECT, INCLUDING BUILDINGS, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH
CONVEYANCE OF STORMWATER, SHALL BE PLACED OR ERECTED WITHIN A DRAINAGE EASEMENT.
THE OWNERS OF ANY LOTS UPON WHICH DRAINAGE FACILITIES ARE LOCATED, INCLUDING
DETENTION, SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPLIFT OF SUCH FACILITIES.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT
REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS
COUNTY UNDER CHAPTER 751.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
- MAIL BOXES PLACED WITHIN ROW, SHALL BE OF APPROVED TxDOT OR FHWA DESIGN.
- SIDEWALKS ALONG ALL ROADWAYS ARE REQUIRED AT THE TIME OF SITE DEVELOPMENT AND WILL
BE CONSTRUCTED WITHIN EXISTING OR DEDICATED ROW.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE
PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100-YEAR STORM EVENTS, PER HAYS
COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 8.02. PRE AND POST
DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION
DRAWINGS FOR THE SUBDIVISION.
- 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.
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE
HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721,
SUBCHAPTER 5.
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE
AGREEMENT MUST BE IN PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY
ROW.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL
WATER SUPPLY OF 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.
- IN REGARD TO THE PUBLICLY DEDICATED RIGHT-OF-WAY FOR STRAIT STREET AND NELSON STREET,
PARKING AND LANDSCAPE AREAS ARE TO BE PRIVATELY MAINTAINED BY THE PROPERTY OWNER
AND TRAVEL WAYS ARE TO BE MAINTAINED BY HAYS COUNTY.

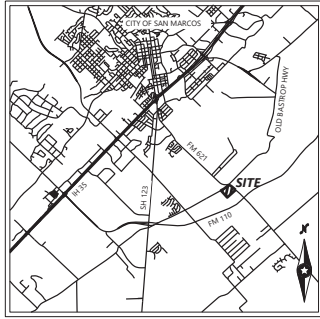
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-9150 San Antonio, TX 78232
westwoodpa.com

Westwood Professional Services, Inc.
TIPELS ENGINEERING FIRM REGISTRATION NO. 11756
TIPELS SURVEYING FIRM REGISTRATION NO. 10074901

PROJECT NO. 0039888.00
SHEET 1 OF 1
CHECKED BY: ECD
DRAWN BY: WCH
DATE: 03/12/2024

VICINITY MAP (NOT TO SCALE)



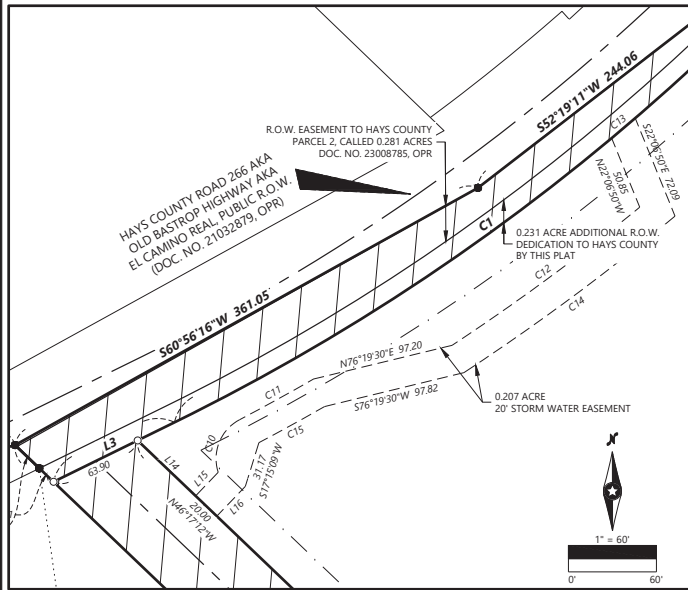
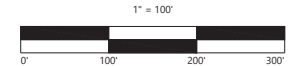
LEGEND

- SET 1/2" IRON ROD WITH ORANGE CAP STAMPED "WESTWOOD"
- FOUND 1/2" IRON ROD WITH YELLOW CAP STAMPED "CHAPARRAL" UNLESS OTHERWISE NOTED
- OPR HAYS COUNTY OFFICIAL PUBLIC RECORDS
- DR HAYS COUNTY DEED RECORDS
- R.O.W. RIGHT OF WAY

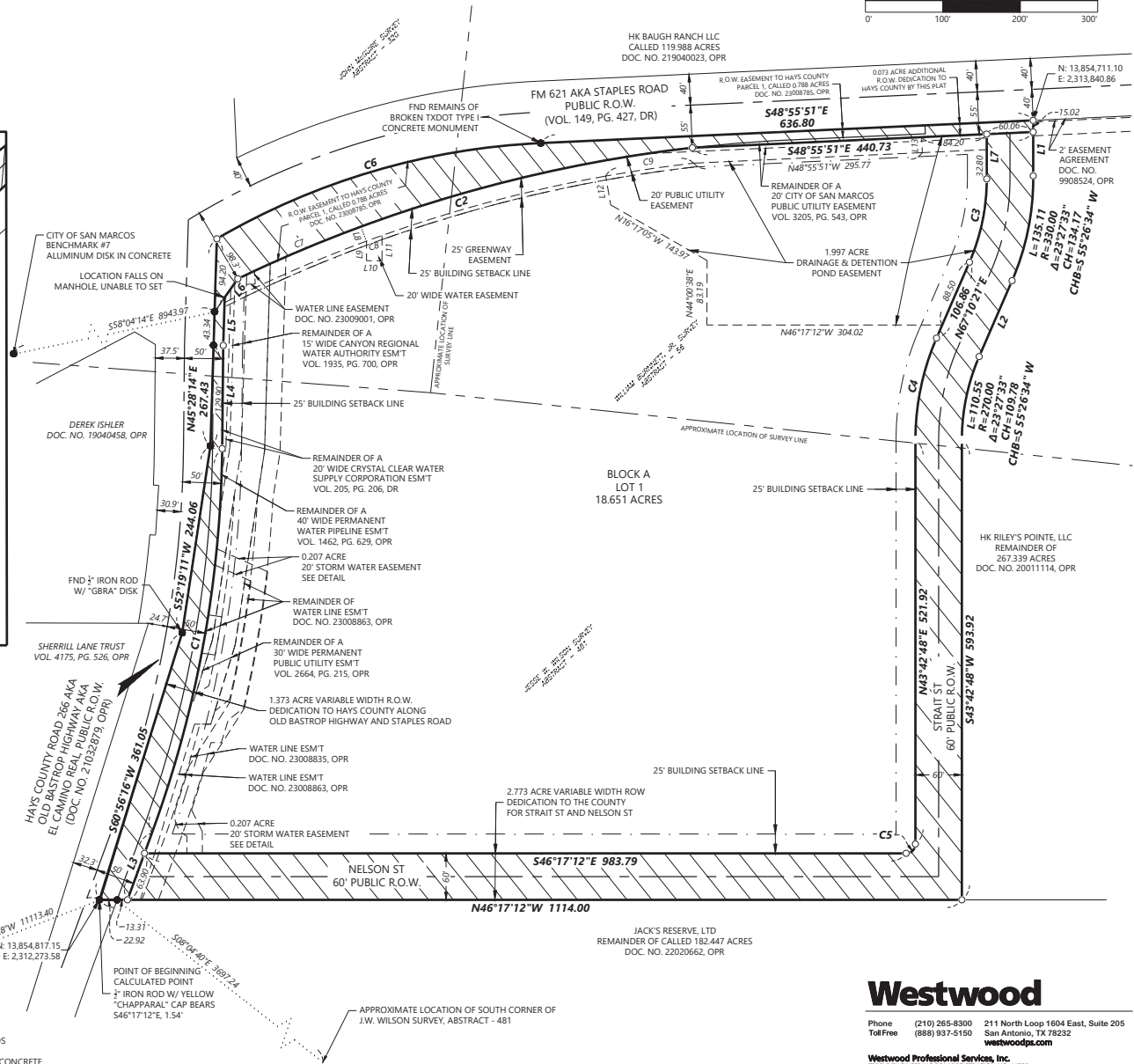
FINAL PLAT

ADDIE'S POINT SUBDIVISION

A 22.797 ACRE TRACT OF LAND SITUATED IN THE JESSE W. WILSON SURVEY NO. 1, ABSTRACT NO. 481, THE W. BURNETT SURVEY, ABSTRACT NO. 56, AND THE J. MCGUIRE SURVEY, ABSTRACT NO. 320, HAYS COUNTY, TEXAS, BEING THAT SAME 22.797 ACRE TRACT OF LAND CONVEYED UNTO RILEY'S POINTE APARTMENTS OWNER, LLC, RECORDED IN DOCUMENT NO. 23036202, HAYS COUNTY OFFICIAL PUBLIC RECORDS



DETAIL A



Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	506.94	1487.50	019°31'35"	N 54°04'10" E
C2	613.88	1840.00	019°06'56"	N 62°21'53" W
C3	110.55	270.00	023°27'33"	N 55°26'34" E
C4	135.11	330.00	023°27'33"	N 55°26'34" E
C5	18.85	12.00	090°00'00"	N 88°42'48" E
C6	440.48	914.89	027°35'03"	N 62°44'25" W
C7	173.06	1840.00	005°22'20"	S 69°13'40" E
C8	21.27	1820.00	000°40'11"	S 66°11'55" E
C9	114.83	1820.00	003°36'54"	S 54°38'08" E
C10	42.05	30.00	080°19'03"	S 22°07'43" W
C11	57.54	1506.00	002°11'21"	N 61°11'33" E
C12	158.82	1536.00	005°55'41"	N 53°39'02" E
C13	21.05	1487.50	000°48'39"	N 49°42'07" E
C14	179.24	1556.00	006°36'00"	N 53°26'34" E
C15	51.07	1526.00	001°55'03"	S 61°09'51" W

Line Table		
Line #	Length	Direction
L1	75.61	S43°42'48" W
L2	106.86	S67°10'21" W
L3	91.92	N63°49'57" E
L4	133.23	N44°18'22" E
L5	62.10	N45°28'38" E
L6	29.34	N78°55'25" E
L7	57.83	N43°42'48" E
L8	20.00	S23°27'59" W
L9	25.33	N43°42'48" E
L10	20.00	N40°17'12" W
L11	32.57	S43°42'48" W
L12	37.69	N33°52'18" E
L13	20.00	S41°06'28" W
L14	54.70	S48°17'12" E
L15	22.29	N43°42'48" E
L16	28.15	S43°42'48" W

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodpa.com

Westwood Professional Services, Inc.
TIPELS ENGINEERING FIRM REGISTRATION NO. 11756
TIPELS SURVEYING FIRM REGISTRATION NO. 10074901

PROJECT NO. 0039888.00
SHEET 2 OF 4
CHECKED BY: ECD
DRAWN BY: WCH
DATE: 08/12/2024

CONTRACT NO.
COUNTY
BOND NO.

CS-24-DON-47875

Hays

100251164

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, Woodfield Investment Company, LLC, as principal, and the other undersigned, as surety are held and firmly bound unto the State of Texas, in the penal sum of One Million One Hundred Thirty-Two Thousand Thirty-Nine and 07/100 Dollars (\$1,132,039.07), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into a foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **PRINCIPAL'S** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 9th day of April, 2024.

Merchants National Bonding, Inc.

SURETY (Print Firm Name and Seal)

By:

Angela Y. Buckner, Attorney-in-Fact

Type or Print Name and Title

Woodfield Investment Company, LLC

PRINCIPAL

By:

Adam Soto, Vice President

Type or Print Name and Title

NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond.

This form has been approved by the ATTORNEY GENERAL OF TEXAS.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Angela Y. Buckner**

Surety Bond #: 100251164

Principal: Woodfield Investment Company, LLC

Obligee: State of TX

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

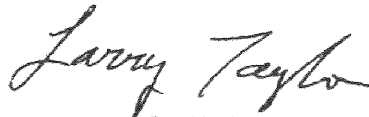
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of April, 2024.

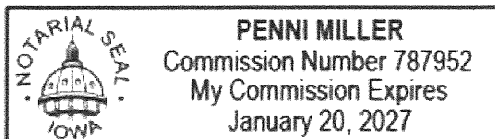



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

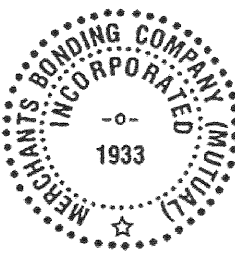



Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2024.




Secretary



AGENDA ITEM REQUEST FORM: **J. 1.**

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2446-PC; Call for a Public Hearing on May 7th, 2024, followed by discussion and possible action regarding Hurlbut Ranch West, Tract 20B, Replat. **SHELL/PACHECO**

Summary

Hurlbut Ranch West, Tract 20B, Replat is a proposed resubdivision consisting of 2 lots across 10.18 acres located along Norwood Road, a regulated public roadway in Dripping Springs and in Precinct 3. Water utility will be accomplished by individual water wells and/or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: April 23rd, 2024

Requested By: Marcus Pacheco, Director of Development Services

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Director of Development Services

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Call for a Public Hearing on May 7th, 2024, followed by discussion and possible action regarding Hurlbut Ranch West, Tract 20B, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Hurlbut Ranch West, Tract 20B, Replat is a proposed resubdivision consisting of 2 lots across 10.18 acres located along Norwood Road, a regulated public roadway in Dripping Springs and in Precinct 3.
- B) Water utility will be accomplished by individual water wells and/or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.
- C) Per Texas Local Government Code requirements, a public hearing for this proposed replat of Tract 20B in the Hurlbut Ranch West Subdivision will take place on May 7th, 2024 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the replat will take place.

STAFF COMMENTS:

Staff has initiated review for the Hurlbut Ranch West, Tract 20B, Replat. The items remaining are to complete review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth, hold the public hearing, and discuss final action on the proposed replat.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

GEORGE THOMAS BEDARD
CALLED 13.173 ACRES
VOL. 369, PG. 5
OFFICIAL PUBLIC RECORDS

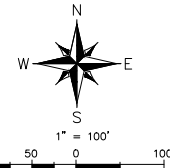
TRACT 20B-1
HURLBUT RANCH SUBDIVISION
INSTRUMENT NO. 23027535
PLAT RECORDS

RON ZIMMER AND ANNA ZIMMER
CALLED 13.17 ACRES
DOC. NO. 18030649
OFFICIAL PUBLIC RECORDS

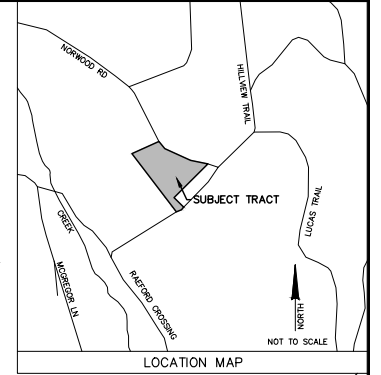
REPLAT ESTABLISHING TRACT 20B-1R AND TRACT 20B-1RR OF THE HURLBUT RANCH WEST SUBDIVISION BEING ALL OF TRACT 20B-1, HURLBUT RANCH WEST SUBDIVISION RECORDED IN INSTRUMENT NO. 23027535, PLAT RECORDS, HAYS COUNTY, TEXAS

GEORGE THOMAS BEDARD
CALLED 13.173 ACRES
VOL. 369, PG. 5
OFFICIAL PUBLIC RECORDS
PID: 60560
PER HAYS CENTRAL APPRAISAL DISTRICT

TRACT 20B-2
HURLBUT RANCH SUBDIVISION
INSTRUMENT NO. 23027535
PLAT RECORDS



STEPHEN S. SPRADLEY AND LORI A. SPRADLEY
CALLED 40.89 ACRES
VOL. 4140 PG. 714
OFFICIAL PUBLIC RECORDS
PID: 60558
PER HAYS CENTRAL APPRAISAL DISTRICT



EXISTING CONFIGURATION
T = 200

DRIVEWAY PERMIT STATEMENT

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.

ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

GENERAL SURVEY NOTES

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, ENCUMBRANCES AND ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 3) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 4) IMPROVEMENTS NOT SHOWN HEREON NOR WERE LOCATED BY THIS SURVEY.
- 5) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- 6) THIS SUBDIVISION LIES WITHIN THE DIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 7) THIS SUBDIVISION DOES NOT LIE WITHIN THE DIPPING SPRINGS EXTRAJURISDICTIONAL JURISDICTION.
- 8) THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT 1 AND 6.
- 9) UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.
- 10) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 480200020P, REVISED DATE SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD.
- 11) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 12) HAYS COUNTY REQUIRES A TWENTY (20') BUILDING SETBACK LINE ALONG ROADS.
- 13) MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY, SHALL BE OF AN APPROVED TDDOT OR FHWA DESIGN.
- 14) ANY FURTHER SUBDIVIDING OF THE LOTS SHOWN HEREON SHALL BE A MINIMUM OF 3.00 ACRES.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, MARC LOTTIE (1100 NORWOOD, LLC), OWNER OF TRACT 20B-1, HURLBUT RANCH WEST SUBDIVISION RECORDED IN INSTRUMENT NO. 23027535, PLAT RECORDS, HAYS COUNTY, TEXAS BEING PART OF THE 13.18 ACRE TRACT RECORDED IN DOCUMENT NO. 21059708, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED OCTOBER 28, 2021, AND RECORDED THE SAME LOCATION, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS TRACT 20B-1R AND TRACT 20B-1RR OF THE HURLBUT RANCH WEST 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.

MARC LOTTIE
1100 NORWOOD, LLC
4718 VAUGHAN ST.
AUSTIN, TX 78723-2373

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARC LOTTIE, 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, THIS THE ____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF 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.

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.

11/17/2023

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.L.S., NO. 6344

RON ZIMMER AND ANNA ZIMMER
CALLED 13.17 ACRES
DOC. NO. 18030649
OFFICIAL PUBLIC RECORDS
PID: 60562
PER HAYS CENTRAL APPRAISAL DISTRICT

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY 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 THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. 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.

ERIC VAN GAASBECK, P.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR OF DEVELOPMENT SERVICES
HAYS COUNTY DEVELOPMENT SERVICES

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

TRACT 20B-1R
6.61 ACRES

TRACT 20B-1RR
3.57 ACRES

NATHAN M. HOPKINS
AND MELINDA L. HOPKINS
CALLED 10.01 ACRES
DOC. NO. 17021748
OFFICIAL PUBLIC RECORDS
PID: 60564
PER HAYS CENTRAL APPRAISAL DISTRICT

LEGEND

- () RECORD CALL
- FOUND 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- SET COTTON SPINDLE W/ A YELLOW "WCR" PLASTIC WASHER
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- WELL
- X- WIRE FENCE
- CLEAN OUT

LOT SIZE CATEGORIES

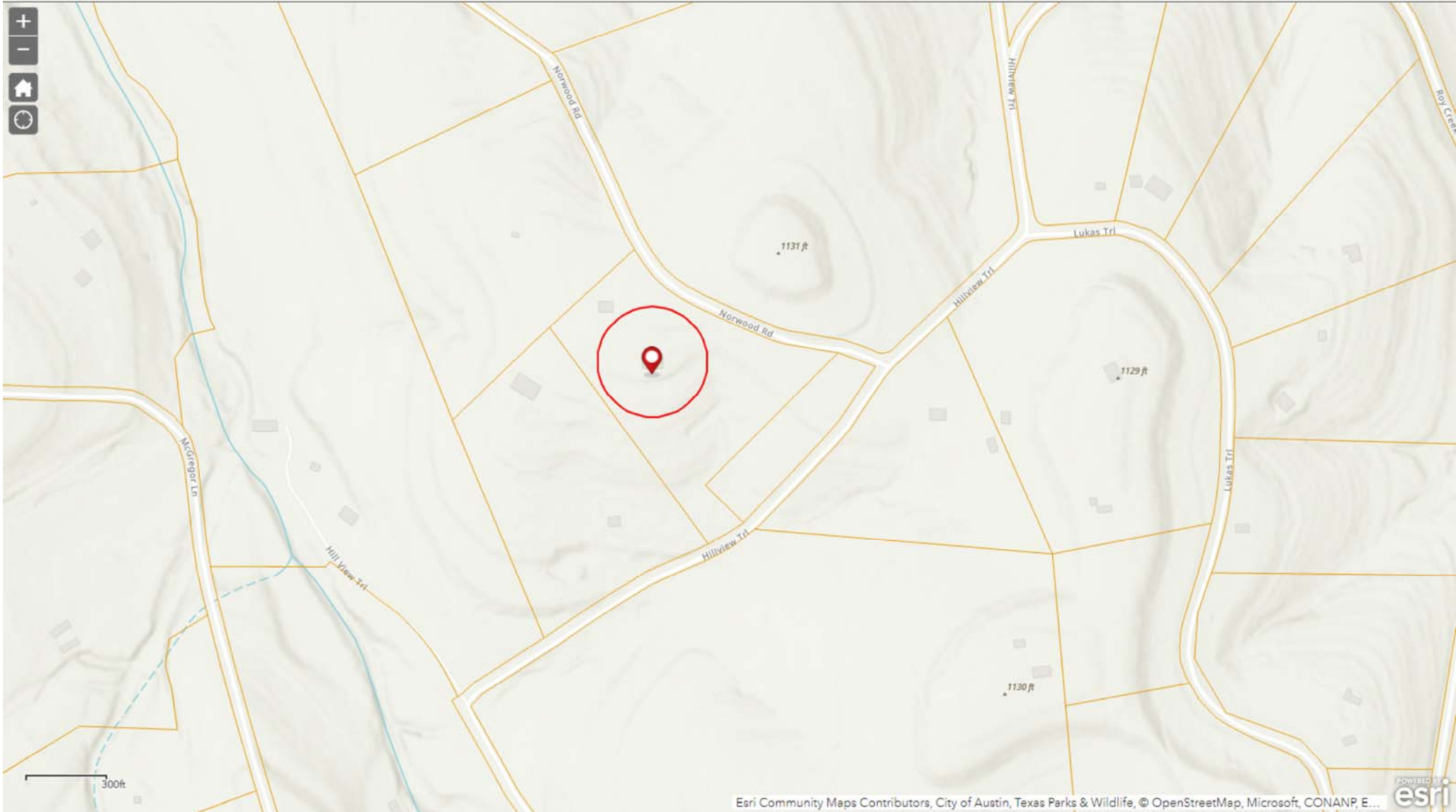
- TOTAL NUMBER OF LOTS = 2
- AVERAGE LOT SIZE = 6.09
- 0 LOTS LARGER THAN 10.0 ACRES
- 1 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
- 1 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
- 0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
- 0 LOTS SMALLER THAN 1.00 ACRE

UTILITIES

- ELECTRIC - PEDERNALES ELECTRIC COOP.
- WATER - INDIVIDUAL PRIVATE WATER WELLS AND/OR RAINWATER COLLECTION SYSTEM
- SEWER - INDIVIDUAL ON-SITE SEWAGE FACILITIES

WCR
LAND SURVEYING
P.O. BOX 481 EL PASO, TX 79908
830-833-3010 INFO@WCRLANDSURVEYING.COM
TDP#615178

JOB NO.: 1633-21
DRAWN BY: JMT
CHECKED BY: CJJ
SHEET: 1 OF 1





Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Riparius Foundation and amend the budget accordingly. **INGALSBE**

Summary:

Donated funds can be used at the recipient's discretion, with the exception of prohibited expenditures as stated in the agreement.

The donation agreement will be split between all four Commissioner Precincts revenue loss allocation.

Fiscal Impact:

Amount Requested: \$80,000

Line Item Number: 011-763-99-159.5600_050

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$80,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$80,000 - Increase Project Contributions Riparius 011-763-99-159.5600_050

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$80,000 in Intergovernmental Revenue from ARPA 2nd tranche

Comments:

Attachments

Riparius Proposal
CoSM Letter of Support
ARPA Donation Agreement

RIPARIUS FOUNDATION ARPA FUNDS PROPOSAL



Although the pandemic appears to have run its course, businesses, especially small and minority businesses are still struggling with debt load, labor shortages, training resources, lack of formal business planning, digital divide challenges and marketing, access to capital and repaying loans taken at sometimes predatory interest levels. This proposal outlines how Hays County can move the needle towards stabilizing and growing their small business and minority employers post pandemic to ensure a full recovery post-pandemic of those businesses most impacted by the pandemic through coaching support, grant applications and awards, and hardware/software necessary to run a successful business.

OVERVIEW



This proposal section provides a detailed outline of potential services to be provided to small businesses utilizing American Rescue Plan Act (ARPA) funding within the constraints detailed in the table below to expand the already successful City of San Marcos R.I.P.P.L.E. program to Hays County:

This proposal seeks to use ARPA funds for providing support applying for and receiving grants for small businesses as well as providing hardware/software to bridge the digital divide and educational divide facing small business owners needed to stabilize and grow successful businesses and not-for-profits in Hays County. This proposal is based on the already successful effort underway for the City of San Marcos businesses and is an expansion of highly demanded services to the entirety of Hays County businesses. Riparius Foundation is pleased to submit this proposal to provide oversight and program and grant management assistance to Hays County in delivering the following services to the small and minority businesses of Hays County, Texas alongside non-profits.

According to multiple surveys conducted by organizations such as Goldman Sachs and the Small Business Administration, post pandemic businesses are still struggling to recover in the following areas:

- Need #1: Ability to apply for, receive access to capital, and grants due to declining revenues during the pandemic. **EXPANSION OF THE R.I.P.P.L.E. GRANTS TRAINING PROGRAM WILL HELP BRIDGE THIS GAP.**
- Need #2: Access to guidance to navigate across local, state, and federal regulatory programs required for businesses to comply with, apply to, and/or receive critical assistance as well as compliance training required by the USEPA, OSHA, USDOT and other regulatory agencies. **THE R.I.P.P.L.E. PROGRAM IS CURRENTLY PROVIDING THESE TRAININGS FOR FREE TO PROGRAM PARTICIPANTS IN THE CITY OF SAN MARCOS.**

The Opportunity



Hays County has received ARPA funds that can support and meet the above needs of Hays County small and minority businesses to help stabilize and grow the economies in Hays County, as well as return critical tourism activities which declined during the pandemic, boosting the economy and tax base.

- **Goal #1:**Train organizations, entrepreneurs, non-profits, small and minority businesses during evening intensives on how to prepare, apply and receive grant funding and loans at the local, state, and federal level as well as support local not-for-profits with obtaining funding and acting as grant authorities to businesses in need.
- **Goal #2:**Provide comprehensive business training 24/7 online and virtually to businesses requiring training in required regulatory programs, professional development, digital sales, and marketing (including artificial intelligence) and many other necessary programs at no cost to the businesses. This is already being implemented within City of San Marcos and can be expanded to Hays County as a whole.

The Solution



Riparius Foundation is uniquely positioned having already commenced a similar program within the City of San Marcos to expand their support services to the entirety of Hays County as well as function as the umbrella project management entity to work with other NPO's and small/minority businesses on a broader scale. Partnering with the County, Riparius can seed a rapid turnaround for businesses still struggling to recover to increase revenue and the tax base of Hays County as it faces post-pandemic growth challenges. We are requesting funding to expand the program to an additional 90-120 organizations in Hays County. BUDGET ESTIMATE = \$120k for 60 businesses and \$180K for 90 businesses.

Recommendation #1:Expand the COSM R.I.P.P.L.E.minority and NPO business grant training to an **additional 60-90 businesses with four, 3 day workshops of training programs run from August 2024 – January 2025, 4 months for programming 2 for reporting.)(*If needed expand into 6 months)** to the entirety of Hays County business consulting services (leadership development, training, hiring, recruitment, infrastructure, etc. that will catalyze their growth.

Recommendation #2:**Providing 24/7 access to comprehensive business training** to ensure their compliance with local, state, and federal regulations, provide management and leadership trainingand provide small business support groups where business owners can receive confidential support and coaching with other peers.

Recommendation #3:Provide hardware/software laptops for loan to businesses challenged with the digital divide and needing technical resources to expand their ability to stabilize and grow their businesses as well as participate in this program. **This includes purchase of 12-24 laptops that can be loaned/used by small businesses that do not have hardware/software resources.**

TOTAL PROJECT BUDGET AND SCOPE REQUESTED		
SCOPE OPTIONS	COST PER PROGRAM	TOTAL
OPTION 1: R.I.P.P.L.E.Grant Training Expansion: from August 2024 – January 2025 , 24/7accessible by mobile phone compliance training system, computer loan program, and business support group.	\$60,000 (\$2K INVESTMENT PER BUSINESS)	\$120,000 60 TOTAL BUSINESSES SERVED
OPTION 2: R.I.P.P.L.E. Grant Training Expansion: from August 2024 – January 2025 ,	\$60,000 (\$2K INVESTMENT PER BUSINESS)	\$180,000 90 TOTAL BUSINESS SERVED

24/7 accessible by mobile phone compliance training system, computer loan program, and business support group.		
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ADDENDA – ADDITIONAL PROGRAM INFORMATION



Riparius Foundation was created to be a clearinghouse and resource center to small and minority businesses in achieving success at every phase of business development:

- *Product/Service Ideas (no funding/need prototype)*
- *Product/Service Manufactured (product/service established/initial funding needed and market share growth support)*
- *Product/Service Sold in business Less than 3 years (need stabilization and/or scale funding and increased market share)*
- *Product/Service Sold in business More than 3 years (need scale, infrastructure, other support to continue growth and market reach)*

Riparius Foundation is proposing a multi-pronged approach to support and stabilize small and minority businesses in Hays County as well as attract new investment in the county.

Support Business Readiness for Capital, Grants, Growth

Expand on the existing program with City of San Marcos to include the entirety of Hays County. This program includes:

I: Business Readiness Assessment and Training – both virtual and face-to-face

Expand existing minority business training for City of San Marcos under the R.I.P.P.L.E. initiative to include the entirety of Hays County and an additional two public sessions as follows:

Events – Hays County



Learn How to Get FREE
Grant Money
Wed. March 6th - Fri. 8th
2024



Master the Art of Grant
Compliance
Wed. April 10th - 12th
2024



How to Find and Prepare
for Future Grants
Wed. May 8th - 10th 2024



Get It Done: Small
Business Grant
Application Workshop
Wed. June 12-14th 2025



Entrepreneurship Week –
Schedule Forthcoming



Sessions 5-6: TBD Based
on previous sessions

24/7 Virtual Live and Self-Directed Training

Riparius will expand the access to the already developed 24/7 mobile friendly business compliance and professional development training platform containing more than 100 courses that businesses would have to pay thousands of dollars PER EMPLOYEE for at no charge, created for the R.I.P.P.L.E. project to all businesses in Hays County. This platform provides legally required continuing education credits, critical certifications, and other items that businesses need to be in business and/or start/scale their businesses. This platform includes:

- Legally required training
- Professional development training (management/supervisors)
- Human resources training (including artificial intelligence and digital marketing)
- Q&A community

R.I.P.P.L.E. Business Roadmap

Riparius will expand access to the roadmap developed for the R.I.P.P.L.E. project to include the entirety of Hays County. This roadmap will provide 24/7 guidance for businesses to be empowered to navigate all facets of their business growth from access to capital to how to obtain permits to business planning and marketing. Each user receives their own portal, access, guidance, and support from our subject matter experts including business. The roadmap itself is online and self-direct and a team of consulting experts oversees the businesses and provides them critical consulting support in preparing business plans, sales and marketing plans, economic projections, pitch decks, grant applications, and many other critical functions that businesses may not have access to in-house. Businesses qualify for free consulting support based on meeting specific readiness milestones.

Roadmap Business Avatars



Idea Only – Just
Getting Started'



Product/Service
Ready



In Business < 3
years



In Business > 3
years



NPO's Granting
Businesses

Goal: Provide 24/7 Guidance on....



Who to Call



Grant Opportunities, Application
Support, Partnerships



Routine City Processes (example:
permitting)



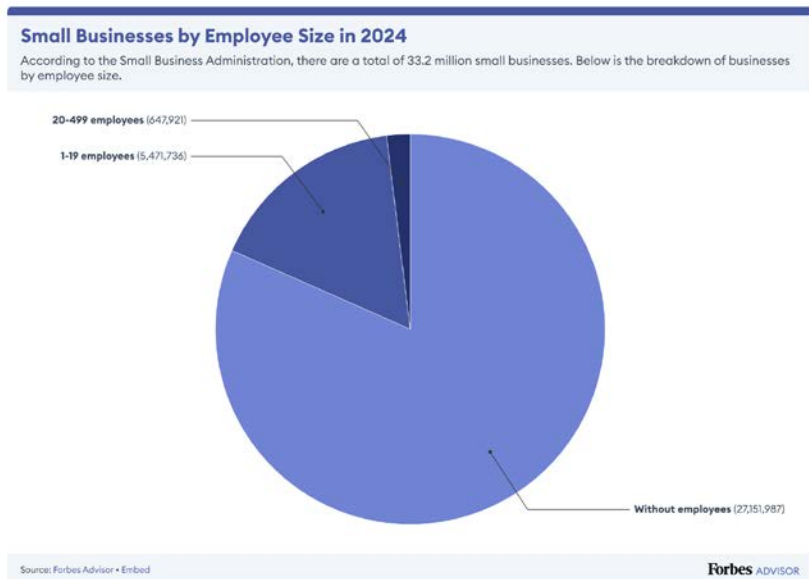
Support by Topic
Business Planning
Sales and Marketing
etc.

Rationale for Hays County Investment in R.I.P.P.L.E. Expansion



As already evidenced by the City of San Marcos project, the need for the R.I.P.P.L.E. project to be available to businesses outside of city limits is great. Businesses have cited the following issues strangling their opening, sustaining, and scaling nationwide. Statistics below were taken from the United States Treasury Department, Forbes 2024 Small Business Statistics, and the U.S. Chamber of Commerce

- **Almost all businesses across the U.S. are small businesses.** While large corporations often grab headlines, it is small businesses that form the bedrock of the American economy. Recent data from the U.S. Small Business Administration reveals a remarkable figure: 33.3 million businesses[1] in the United States qualify as small businesses, making up 99.9% of all U.S. businesses. This number not only reflects the dominance of small enterprises in the business sector but also shows their significant role in generating employment and contributing to economic stability, a trend that remains relevant in 2024.



- Nearly half of all U.S. employees are employed by a small business.** The impact of small businesses on the U.S. job market is more significant than often perceived. Although a majority of small businesses, over 80%, operate without any staff, these entities still employ a total of 61.6 million people. This figure represents 45.9% of the entire U.S. workforce[1], a remarkable statistic especially when considering that fewer than 20% of small businesses have any employees. This data not only shows the importance of small enterprises in job creation but also their role in sustaining the economy. It is clear that the growth of small businesses is integral to the nation's employment health and overall economic success.
- Over eight out of 10 small businesses have no employees and need support keeping their business running.** Reflecting a significant trend in the U.S. small business sector, data reveals that a vast majority, over 80%, of small businesses are solo ventures. Out of the 33.3 million small businesses in the country, 27.1 million are managed solely by their owners and do not employ any additional personnel[1]. This statistic sheds light on the significant number of individual entrepreneurs in the U.S. It demonstrates the independence and self-reliance characteristic of many small businesses, illustrating their unique role and contribution to the U.S. economy, even without a workforce.
- Labor remains the number one cost for businesses at 70% of spending.** For most businesses, the biggest cost is labor. It makes up 70% of a business's spending[11], taking up a large piece of the pie. For this reason, it is not surprising then that one of the first areas a business looks to save money on is labor costs, whether that is through layoffs, outsourcing to more affordable staff overseas or employing software that helps reduce the number of hands-on decks a business needs to operate.
- Inventory is the second biggest cost for small businesses.** On average, the next biggest cost behind labor for businesses is inventory, which makes up an average of 25% to 35% of a business's budget[12]. Though inventory should equate to revenue down the line, it does represent a large upfront cost for small businesses that may be on a tight budget. For this reason, the popularity of dropshipping continues to grow, as do smaller minimum quantity orders to help reduce the upfront investment and the space required for storage—never mind the chances of damage or inventory spoiling.
- Marketing accounts for just 9% of a business's revenue on average, which means small businesses are at a disadvantage when competing with large businesses for market share.** It is common to hear of astronomical advertising budgets and campaign spending, and yet advertising makes up just 1% of the average business's revenue[13]. One of the most popular advertising channels, with 83%[3] of businesses using it, is now social

media. This is likely due to the value of a pay-per-click-based ad platform where advertisers only pay when users interact with their ad, the ease of use across said platforms and the sheer accessibility they offer to businesses of all sizes and budgets.



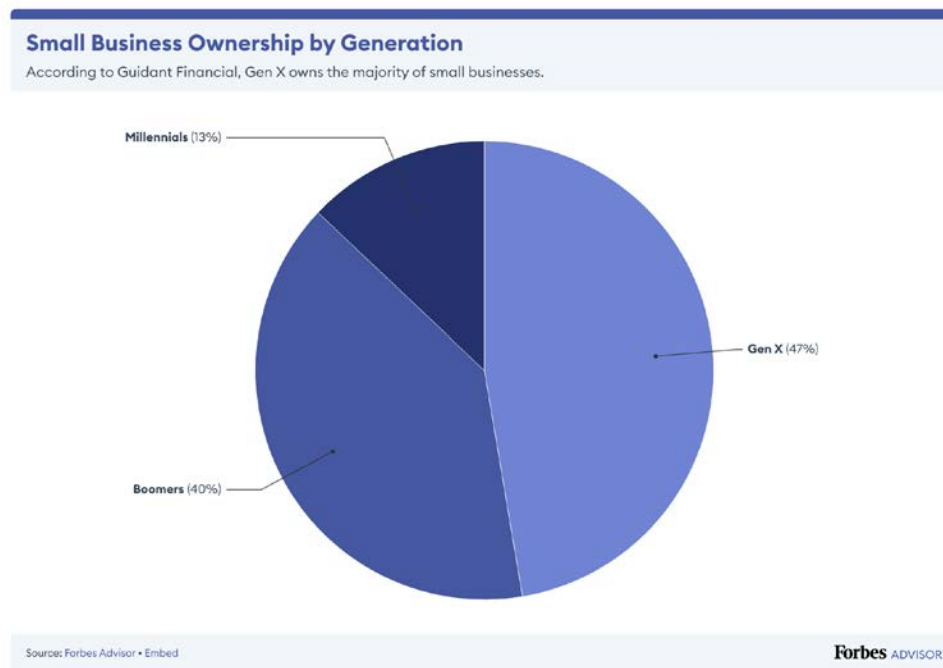
- **Small businesses have added over 12.9 million jobs in the last 25 years despite ongoing challenges remaining CRITICAL to the economy.** Despite the average small business being operated by a solo founder, these enterprises have been a significant source of job creation in the U.S. In the past 25 years, small businesses have been responsible for generating nearly 13 million net new jobs[1]. *This accounts for approximately two-thirds of all new jobs added to the economy during this period.* This trend emphasizes the enduring role of small businesses in bolstering employment. As we look toward the future, the continued contribution of small businesses to job creation remains a vital aspect of economic growth and resilience.
- **One in five businesses fail within the first year without support.** Chances are you are familiar with the statistic that half of all businesses fail. However, this only paints a partial picture. To get the complete picture, it should be noted that 20% of businesses fail in the first year, 30% in the second year and 50% by year five[15]. This illustrates how pivotal the first five years of business are for new ventures.
- **Businesses are most likely to fail from running out of capital as they are not prepared to apply and receive said capital.** A significant factor in the failure of new businesses is financial challenges. Data shows that 38% of businesses fail due to exhausting their cash reserves or the inability to secure additional capital. This points to the essential role of financial management in the survival and growth of startups and young companies.
- **In comparison, 42% of businesses that close within the first five years do so because of inadequate market demand[16] necessitating mastery of digital marketing including artificial intelligence.** However, the issue of capital is not merely about having funds; it is about managing these resources effectively to reach and engage the target market. For entrepreneurs, this means balancing the act of capturing market demand with maintaining robust financial health to ensure long-term business sustainability.
- **Lack of market need is the second most common reason small businesses fail. Following closely behind financial challenges,** the second most common reason for small business failure is insufficient market demand, accounting for a significant portion of closures. While 38% of small businesses struggle due to running out of capital[16], the lack of market need presents an equally pressing challenge. For a small business to be successful, it is imperative not only to have adequate capital to sustain operations in the early stages but also to ensure there is a consistent and growing demand for its products or services.
- **The construction industry has the highest failure rate. When examining failure rates by industry, the construction sector stands out with the highest rate of business failures, at 25% in the first year[17].** This high failure rate in construction may stem from various factors inherent to the industry, such as the complexity of projects, fluctuating material costs and the need for skilled labor. Additionally, the industry's sensitivity to economic cycles and changes in real estate demand can add to the challenges faced by new businesses. These

dynamics illustrate the unique pressures within the construction sector, requiring businesses to navigate a range of operational and financial challenges from the outset.

- **The industries with the highest survival rate are healthcare and social assistance. Contrasting with other sectors, businesses in the healthcare and social assistance industries show remarkable resilience, boasting the highest survival rates[17].** This durability can be attributed to factors such as consistent demand for health and social services, regardless of economic fluctuations. The essential nature of services provided, ranging from medical care to social work, ensures a steady need, contributing to the longevity of businesses in this sector. Additionally, advancements in medical technology and an increasing focus on health and well-being across populations further support the growth and sustainability of these industries. The healthcare and social assistance sector's ability to adapt to changing demographics and health needs plays a significant role in its stability and enduring success.
- **The leisure and hospitality industry has the highest average of jobs added per month over the last year.** In the wake of the pandemic's impact, the job market has shown remarkable resilience, especially in certain sectors. While the professional and business services industries have been significant contributors to job growth, adding over 1 million new jobs in the last 12 months, it is the leisure and hospitality industry that stands out for its recovery pace. This sector has demonstrated the highest average monthly job growth, adding an average of 52,000 jobs per month over the last year[2]. This surge in job creation reflects not only a rebound from the severe impacts of the pandemic but also the sector's critical role in the broader economic recovery.
- **The industry with the most job openings is the professional and business services industry. The professional and business services industry now leads in job openings[2], a shift from the previous trend where education and health services were more in demand.** This change signals a strong need for skilled workers in areas such as management, administration, and consulting. Job seekers exploring opportunities in this field may find promising prospects for stable employment. For businesses operating in these sectors, the surge in job openings presents challenges in attracting and maintaining a skilled workforce, reflecting the dynamic nature of job markets and the evolving needs of industries.
- **The industry with the highest projected job growth is home health and personal care.** While the professional and business services industry currently leads in job openings, the home health and personal care sector is projected to experience the most significant job growth. An estimated increase of 22%, translating to over 804,000 new jobs[2], is expected in the next decade. This surge in demand can be attributed to factors such as an aging population, which necessitates more in-home healthcare services. The trend towards personalized and patient-centric care models also plays a role, as does the increasing preference for in-home care over institutional settings. While the professional and business services industry currently has the highest number of job openings, the home health and personal care industry is expected to see the highest growth. Over the next decade, it is estimated to see an increase at the astronomical rate of 22% and add an over 804,000 jobs.[2] This reveals projected growth within the home health and personal care industries, which is slated to increase in demand given the fact that the aging population is growing disproportionately larger than the younger generations.
- **The fastest-growing industries are healthcare and social assistance.** Not only do the healthcare and social assistance industries have the highest survival rate across all industries, but it also boasts the fastest growing industry.[2]. This growth is driven by increasing demand for health services due to an aging population and a broader recognition of the importance of mental health and social support services. Advances in medical technology and healthcare delivery, including the rise of telehealth and personalized medicine, further fuel this expansion. Additionally, the sector's resilience to economic fluctuations and its capacity to innovate in response to societal health challenges contribute to its rapid growth. With an ever-growing focus on health and well-

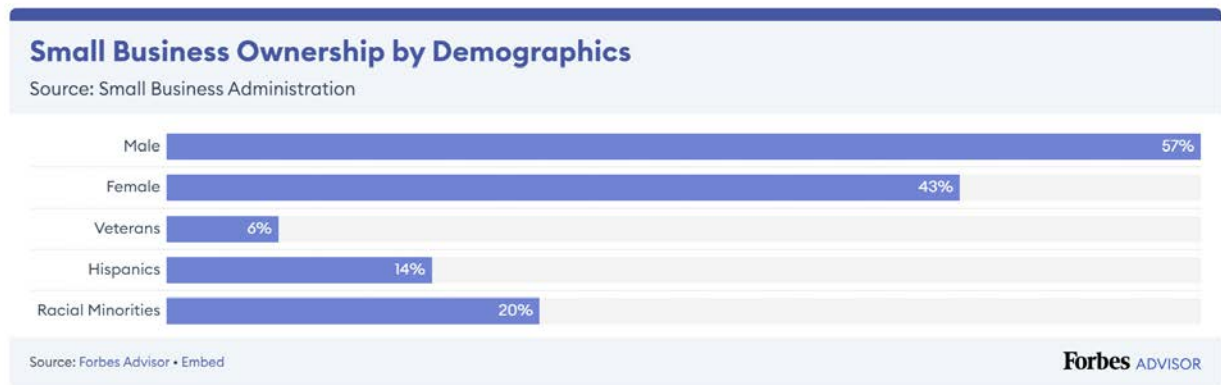
being in society, these industries are expected to continue their upward trajectory, meeting essential needs, and creating numerous job opportunities.

- **The leisure and hospitality industry are still recovering from Covid-19.** The Leisure and Hospitality industry, which experienced significant job losses due to the Covid-19 pandemic, is on a path to recovery. While the industry faced a shortfall of 633,000 jobs since February 2020[2], recent trends show positive momentum. In 2023, the industry has been adding an average of 41,000 jobs per month. This is a decrease from the 2022 average of 88,000 jobs per month, yet it represents continued progress. Despite these gains, employment in leisure and hospitality remains 223,000 jobs below its pre-pandemic level as of February 2020. The industry's recovery, spurred by resumed travel and increased demand for leisure activities, is still unfolding as it works to regain its pre-pandemic strength.



- **In parallel, the computer systems and design industry, projected to add over 574,000 jobs in the next decade[2], mirrors the ongoing digital transformation across all sectors.** The increasing reliance on technology in everyday life and business operations has spurred demand for professionals skilled in these areas. This trend highlights the critical role of technology and digital innovation in driving economic growth and job creation in the modern economy.
- **The average salary of a small business owner is just 16% above the annual mean wage in the U.S.** Business owners and entrepreneurs may make up some of the wealthiest people in the world; however, the average small business owner salary is just 16% above the national average mean wage of \$59,428[5] at \$69,119[6]. Of course, the salary of the average business owner varies greatly. On the low end, small business owners earn an average salary of \$32,000 and earn as much as \$147,000 on the average high end, according to pay rate data from PayScale.
- **Millennials own just 13% of small businesses in the U.S.** Despite the fact that the Millennial generation is considered to be highly entrepreneurial, Millennials own just 13% of small businesses. Meanwhile, the vast majority of small businesses are owned by Boomers and Gen X, illustrating “the generation gap”[7] in business

ownership. Granted, the average age to start a business is 35 years old, so the younger generation may simply need a bit more time for reality to catch up to their desire to own a business.



Similarly, the ownership of small businesses by racial minorities and veterans, although comparatively lower, is a significant aspect of the diverse entrepreneurial ventures in the U.S. 20.4% of small businesses owned by racial minorities and the 14.5% owned by Hispanics highlight the contributions of diverse cultural perspectives to the economy[1]. Veteran-owned businesses, at 6.1%[1], also play a unique role, often drawing on the skills and experiences gained during military service to drive business success.

- Though the gap is narrowing, **females only own 43.4% of small businesses. Racial minorities own 20.4% of small businesses**—of which Hispanics own 14.5%. Veterans are one of the least represented groups, owning just 6.1% of small businesses in the U.S.[1]
- **In general, smaller businesses suffered far greater percentage job losses than larger businesses.** In the second quarter of 2021, businesses with one to four employees had only 81 percent of the jobs they had at the start of the pandemic, while those with 100 or more employees had 95 percent.
- **Black- and Hispanic/Latino-owned businesses lost a greater proportion of their employment than white-owned businesses.** In the second quarter of 2021, Black-owned businesses and businesses owned by Hispanics or Latinos each had 93 percent of the jobs they had when the pandemic began, while white-owned businesses had 96 percent.
- Among key industries, **accommodation, and food services (including hotels, restaurants, and similar businesses), retail, and manufacturing were proportionately hardest hit by job losses** since the start of the pandemic, while healthcare was impacted least. In the most recent quarter, jobs in construction rebounded most strongly.

Online & E-Commerce Business Statistics

- **Nearly one out of three businesses still do not have a website.** In an increasingly digital age where websites are becoming easier—and more affordable—than ever to build and maintain thanks to code-free website builders and immense online resources, still, only 71% of businesses have a website[8]. Of the nearly one-third favoring website-free, 20% say they use social media in lieu of creating a website. That does not mean that is a widely advisable move, however, as millions look to Google to discover businesses for anything from deciding where to grab dinner to buying an automobile.
- **Over 25% of business is conducted online.** As of 2023, there were 2.64 billion e-commerce shoppers[3]. This equated to over a quarter of all business being conducted online[9]. As the pandemic limited the movement of

people, more consumers resorted to the web to shop. And not just for things such as clothes and shoes, but groceries, alcohol, prescription medications, counseling and more.

- **Over three-quarters of shoppers visit a business's website before its physical location.** Just because a business operates in-person does not mean brick-and-mortars do not need a website. In fact, 76%^[10] of online shoppers check a business's website before visiting their physical store or location. As surprising as this may initially be, the reality is that the web has become consumers' first stop. And this is good news for brick-and-mortar businesses because it means that you do not have to depend solely on foot traffic or word of mouth to get customers or clients through your doors.

SOURCES: [1] U.S. Small Business Administration Office of Advocacy, [2] Bureau of Labor Statistics (BLS), [3] Statista, [4] Forbes Advisor, [5] PayScale, [6] Guidant Financial, [7] Bloomberg, [8] Zippia, [9] IBISWorld, [10] Oberlo, [11] Visual Objects, [12] Paycor, [13] UpKeep, [14] Hubspot, [15] Fundera, [16] CBInsights, [17] Freshbooks

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Grant/Funding Readiness Events	<p>In addition to the current COSM program running into June 2024 Starting in August 2024, expand R.I.P.P.L.E. events to entirety of Hays Country and run two separate sessions for Hays County businesses.</p> <p>Session 1 – September, October, November, December 2024, 6-8 p.m. (12 sessions total)</p> <p>With Option 2</p> <p>*If needed expansion into 6 months, 4 months for programming 2 for reporting.</p> <p>Session 2 – January, February, March, April 2025 (12 session total)</p> <p>Online/Virtual – For those who cannot attend in person, all session will be offered online.</p>
Business/NPO Roadmap and Consulting Support	<p>Starting in April 2024, onboard businesses into the roadmap, conduct business health assessment, and provide consulting support services based on assessment from April 2024 – January 2025.</p>
Online Training System	<p>Starting May 2024, open portal to all businesses in Hays Country for training in critical regulatory and business development areas unlimited at no cost to the businesses to support rapid recovery and complement roadmap consulting services.</p>

EXPECTED RESULTS



By providing the Top 5 services requested by small businesses post-pandemic, we will ensure the survival and growth of small and minority businesses in Hays County as well as reduce operating costs, provide essential services at a rate business can afford, and expand and grow the tax base of Hays County

We expect our proposed solution to provide the following results:

- **Result #1:**A suite of businesses applying and receiving private and public funding to stabilize, grow and scale their businesses.
- **Result #2:**Reduction in number of businesses failing in Hays County.
- **Result #3:**Increase in gross/net profits of Hays County small and minority businesses.
- **Result #4:** Increased regulatory compliance and employee/owner competence.
- **Result #5:**Increased ability of small businesses to compete against their peers providing similar services.

NOTE ALL METRICS ABOVE WILL BE MEASURED AGAINST THE AGREED UPON BASELINE DATA BETWEEN RIPARIUS AND HAYS COUNTY.

QUALIFICATIONS

The project management team proposed by Riparius Foundation has more than 30 years of experience in events, grants, economic development, business consulting, entrepreneurship, mental health and adult psychology and other areas. They will manage hiring, staffing management, grant preparation, review, awards, and other critical project tasks overseeing an expert team of consultants and contractors.



R.I.P.P.L.E Project Team Leads

		
Sara Kellner Grants Team Lead 30+ Grants/20+ years on municipal projects in Texas Secret Super Power: Public Art Fun Fact: The Knitting Queen	Claudette (Claudea) Blythe Events Team Lead 20+ years on events and facilitation Secret Super Power: Project Management Fun Fact: Organizing is my happy place	Elizabeth (Lizzie) Mack Roadmap Team Lead and Reporting/Metrics 30+ years on fed/state/city ED, transportation, sustainability including 2 dozen Texas cities Secret Super Power: Adult Learning Behaviors Change with Virtual Training and Auditing Fun Fact: Prezi of the Austin Guinea Pig Rescue

We look forward to working with Hays County in economic development and growth of their small and minority businesses, while supporting the area non-profits. We are confident that we can meet your challenges ahead and stand ready to partner with the entirety of Hays County versus just City of San Marcos.

If you have questions on this proposal, feel free to contact Carina Boston Pinales (info@ripariusfoundation.org) or by phone 512-667-0492.

Thank you for your consideration, Carina Boston Pinales | Executive Director, Riparius Foundation





City Manager's Office

April 3, 2024

Dear Hays County Commissioners Court,

Subject: Support for Expansion of Services to Hays County

The City of San Marcos is committed to fostering economic resilience and growth, particularly in the challenging times we have experienced following the pandemic. We are writing to express our strong support for the funding request to expand services to Hays County organizations, non-profit entities, entrepreneurs, start-ups and local businesses through the utilization of American Rescue Plan Act (ARPA) funds.

This funding proposal, spearheaded by the RIPARIUS Foundation, aims to extend the successful program already in place benefiting the City of San Marcos businesses to the wider Hays County area. The focus will be on equipping small businesses and non-profit organizations with essential tools and knowledge, bridging the digital and educational divides that hinder their stabilization and growth.

Endorsement stems from the pressing needs identified by the response to the RIPPLE program that was kicked off in February 2024. This program was derived from highlighting critical areas where post-pandemic businesses are striving for recovery, including access to capital, grants, and comprehensive guidance through various regulatory landscapes. The proposed expansion of the RIPPLE Grants Training Program is poised to address these challenges effectively, offering tailored support in grant applications and capital acquisition.

The first event RIPARIUS Foundation offered serviced 39 individuals and has been constantly assisting 23 of those 39 with extended office hours. Attendees from as far as North Buda have visited San Marcos to receive support. In addition, approximately 30-40% of businesses supported are outside of the City of San Marcos. The proposal reflects expected reach if they were to extend the program to the response rate identified. This also takes into account over 300 people who interacted with the event and nearly 60 signed up.

The City of San Marcos recognizes the potential of this proposal to enhance the economic fabric of Hays County by extending supporting to small and minority business sectors in addition to the non-profit organizations that serve not just the San Marcos community but the greater Hays County community. The RIPARIUS Foundation's proven expertise and commitment to program and grant management assure us of the project's success and its significant impact on our local economy.

Thank you for considering this funding request. We look forward to the opportunity to collaborate on this transformative project and enhance the prosperity and resilience of Hays County's business community.

Sincerely,

A handwritten signature in black ink, reading "Stephanie Reyes", is written over a horizontal line.

Stephanie Reyes, City Manager

City of San Marcos, Texas

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY DONATION AGREEMENT

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

This Agreement is entered into by and between Hays County (“Hays County”) and **Riparius Foundation** (“Recipient”), located at 326 North LBJ Drive, San Marcos, Texas 78666 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a donation made of a sum not to exceed \$80,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities. Hays County does not have any obligation or commitment whatsoever (1) to provide Recipient with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the donation shall acknowledge Hays County as Funder. Printed copies of said acknowledgment shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR DONATION

Donated funds may be used for expenditures at the Recipient’s discretion but may not be spent on the following prohibited items:

- To offset a reduction in net tax revenue.
- Deposit into pension funds
- Debt service payments or replenishing financial reserves
- To pay any settlements and/or judgments
- To fund any project that conflicts with the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations).

SECTION 3 – RECIPIENT REPRESENTATIONS AND OBLIGATIONS

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

The use of donated funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

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

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

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

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Recipient is either:
 - A special-purpose unit of local government
 - A 501(c)(3); or
 - A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of Oct 24, 2023.
- Recipient agrees and certifies that the funds will not be spent on prohibited uses as outlined in the “Expenditures Eligible for Donation” section.
- Recipient will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Recipient has not been suspended or debarred in connection with any federal procurement.
- Recipient is not actively pursuing a bankruptcy declaration.
- Recipient does not have any Federal, State or Local Tax Liens.
- Recipient is not any of the following:
 - K-12 School
 - College or university
 - Library
 - A nonprofit *other than* a 501(c)(3) or (19).

SECTION 4 - NONDISCRIMINATION CLAUSE

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

SECTION 5 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

All of the above is understood and confirmed as accurate and the Recipient as eligible and agreed to as a condition of accepting the Donation under this Agreement created April 23, 2024 through December 31, 2026.

SECTION 6 – PAYMENT

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

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Recipient as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Recipient submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the

payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Recipient during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

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

Riparius Foundation
326 North LBJ Drive
San Marcos, Texas 78666
Attention: Carina Boston Pinales

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to appoint Commissioner Walt Smith to the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board. **INGALSBE**

Summary

Hays County is allowed the appointment of one representative to serve on the CAMPO Transportation Policy Board. The new appointee will replace Commissioner Debbie Gonzales Ingalsbe as the Hays County representative.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Courts at Law to provide consumable items, graduation robes and decor for the Mental Health Court Spring Commencement Ceremony and amend the budget accordingly. **COHEN/BROWN**

Summary:

Mental Health Court is pleased to announce our second class of graduates from the Mental Health Court Program on Monday, May 13th from 3:00-4:45 pm. Seven graduates will be acknowledged during this ceremony, which will feature guest speakers with lived experience, as well as MHC team members to include two attorneys that have worked closely with the graduates throughout their time on the program. The agenda will begin with an opening statement from Judge Brown, speeches from the guest speakers, followed by the distribution of graduation certificates and a personalized Hays County coin, as well as a closing speech from Court Administrator, Kaimi Mattila and speeches from the graduates themselves. We hope to have a personalized cake, drinks, cap and gowns, and treats to share with the graduates, their families, current court participants, and the community. We are thrilled to share with these 7 individuals who have spent the past year investing in their mental health and stability, strengthening their coping skills and self awareness, and engaging in supportive treatment services through this program and are so proud of their progress. Many of the graduates have hit important milestones, such as securing employment, maintaining sobriety, pursuing higher education, engaging in therapy for the first time; all while navigating a variety of life challenges. This event will be open to the public, and we encourage all who are interested in this event and warmly extend an invitation to the Commissioners and Judge Becerra.

Fiscal Impact:

Amount Requested: \$493.00

Line Item Number:

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$493 - Increase Misc Expense 011-763-99-161.5391

(\$493) - Decrease Office Supplies 011-763-99-161.5211

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: all purchases must follow procurement

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Spring MHC Commencement Breakdown

Items Needed for Graduation	Price	Vendor
Custom Cake \$49.98 (HEB, verbal quote provided)	49.98	HEB
Drinks \$33 (pack of 30 mini drinks) + 3.98 (8 additional mini cans) + one case of water	\$42.98	Walmart
Cookies (\$11.99 x 2) + Donut Holes (2.88)	\$26.86	Walmart
Napkins \$2.12	\$2.12	Walmart
Dessert Plates (70 count)	\$2.77	Walmart
Forks \$5	\$5.00	Walmart
15 Balloons from Party City (w/ Helium)	\$25.30	Party City
Table Cloth (package of 4)	9.99	Amazon
Personalized Coins \$15 x 7	120	Amazon
Certificate Frames	44.98	Amazon
Hallmark Graduation Cards (pack of 12)	8.99	Amazon
Cap and Gowns \$22x7	\$154.00	Amazon
TOTAL	\$493.00	



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

CRUMLEY/HIGGINS

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the acceptance of a grant award from the Capital Area Council of Governments, Solid Waste Grant Program in the amount of \$15,098.00 and amend the budget accordingly.

INGALSBE/CRUMLEY

Summary:

The Capital Area Council of Government's (CAPCOG) Solid Waste Grant program supports efforts in the CAPCOG region to manage illegal dumping, host community collection events, and provide education. Hays County has been awarded funds to host a community tire collection event led by staff from the District Attorney's Office. The total project cost is \$16,775.56 resulting in a grant amount of \$15,098.00 and a match of \$1,677.56.

Fiscal Impact:

Amount Requested: \$1,677.56

Line Item Number: 001-607-99-216]

Budget Office:

Source of Funds: CAPCOG Grant Funds & General Fund for required match

Budget Amendment Required Y/N?: Yes

Comments: Recommend use of County-Wide contingencies for required cash match.

(\$15,098) - Increase Intergovernmental Revenue 001-607-99-216.4301

\$14,669 - Increase Contract Services 001-607-99-216.5448

\$190 - Increase General Supplies 001-607-99-216.5201

\$1,290 - Increase Public Notices 001-607-99-216.5462

\$627 - Increase Printing Services 001-607-99-216.5461

(\$1,678) - Decrease County-Wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$15,098 in Intergovernmental Revenue

Comments:

Attachments

Grant contract

Capital Area Council of Governments Interlocal Agreement for 2024-2025 Solid Waste Grant 24-12-03

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code.
- 1.2. Hays County ("GRANT RECIPIENT") is a county in the State of Texas.
- 1.3. CAPCOG has received funding from the Texas Commission on Environmental Quality (TCEQ) for the implementation of the Regional Solid Waste Management Plan (RSWMP).
- 1.4. GRANT RECIPIENT has applied for grant funding from CAPCOG to fund solid waste management activities that support CAPCOG's RSWMP.
- 1.5. TCEQ has authorized CAPCOG to award funding to GRANT RECIPIENT for eligible activities.
- 1.6. This agreement is entered into between CAPCOG and GRANT RECIPIENT pursuant to Texas Government Code chapter 791.
- 1.7. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.8. Each CAPCOG and GRANT RECIPIENT being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

Sec. 2. Goods and Services

- 2.1. GRANT RECIPIENT agrees to carry out the work described in Attachment A – Scope of Work.
- 2.2. GRANT RECIPIENT shall not proceed to carrying out the scope of work until it has:
 - 2.2.1. Completed a mandatory grant management workshop provided by CAPCOG; and
 - 2.2.2. Received a notice to proceed from the CAPCOG Project Representative listed in Attachment B.

Sec. 3. Term of Agreement

- 3.1. The effective date of this agreement is April 1, 2024, and ends, unless sooner terminated or extended under Sec. 12, Sec. 13, or Sec. 14, on August 31, 2024, or extended by written mutual agreement of the Parties. As indicated in Attachment A, there are obligations that extend beyond the term of the contract.

Sec. 4. Agreement Price and Payment Terms

- 4.1. CAPCOG agrees to provide GRANT RECIPIENT a grant of \$15,098.00 on a reimbursement basis in accordance with the terms in Attachment A. CAPCOG may unilaterally increase this amount if funding allows as described in Attachment A.
- 4.2. GRANT RECIPIENT agrees to submit a reimbursement request for all grant-funded activities to CAPCOG no later than October 15, 2024 on forms provided by CAPCOG according to any instructions provided by CAPCOG.
- 4.3. Any costs incurred prior to CAPCOG's issuance of a Notice to Proceed shall not be eligible for reimbursement.
- 4.4. GRANT RECIPIENT agrees to certify each reimbursement request as follows:

Hays County certifies that this reimbursement request is correct and complete and that the amount requested has not been received.
- 4.5. CAPCOG agrees to pay GRANT RECIPIENT the amount owed on each reimbursement request within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A.

Sec. 5. Rights and Duties

- 5.1. To the extent authorized under Texas law, as to any judicial or administrative suit, claim, investigation, or proceeding (each a "Proceeding") brought by someone other than GRANT RECIPIENT that arises out of GRANT RECIPIENT's breach of this agreement or any negligent or intentional act of GRANT RECIPIENT under this agreement or any of the transactions contemplated under this agreement, GRANT RECIPIENT shall indemnify CAPCOG, its directors, officers, employees, and agents (collectively, "CAPCOG Indemnitees") against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements (collectively, "Indemnifiable Losses") except to the extent that a CAPCOG Indemnitee negligently or intentionally caused those Indemnifiable Losses. To the extent authorized under Texas law, as to any Proceeding brought by someone other than CAPCOG that arises out of CAPCOG's breach of this agreement or any negligent or intentional act of CAPCOG under this agreement or any of the transactions contemplated under this agreement, CAPCOG shall indemnify GRANT RECIPIENT, its officers, employees, and agents (collectively, "GRANT RECIPIENT Indemnitees") against all Indemnifiable Losses except to the extent that a GRANT RECIPIENT Indemnitee negligently or intentionally caused those Indemnifiable Losses.
- 5.2. For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those

obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this section. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this agreement.

Sec. 6. Compliance with Applicable Law and Policy

- 6.1. GRANT RECIPIENT agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

Sec. 7. Independent Contractor

- 7.1. GRANT RECIPIENT is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Insurance

- 8.1. GRANT RECIPIENT agrees to maintain its own commercial general liability insurance, or the equivalent in amount and coverage of self-insurance, during the term of this contract and to name CAPCOG an additional insured on the policy. GRANT RECIPIENT agrees to provide the minimum primary insurance coverage of \$500,000 general aggregate and \$250,000 each occurrence plus \$500,000 excess coverage.
- 8.2. GRANT RECIPIENT's liability insurance must contain provisions, to the extent legally permitted, that the insurer will notify CAPCOG in writing at least 10 calendar days in advance of (1) cancellation of non-renewal of the policy; (2) any reduction in the policy amounts; and (3) deletion of CAPCOG as an additional insured.
- 8.3. GRANT RECIPIENT agrees to furnish CAPCOG with a certificate of the GRANT RECIPIENT's commercial liability insurance or copy of its policy, or to certify in writing that it has in force the equivalent amount and coverage of self-insurance if requested.

Sec. 9. Assignment and Subcontracting

- 9.1. Except as specified in the attached scope of services, GRANT RECIPIENT may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 9.1 is void.

Sec. 10. Records and Inspections

- 10.1. GRANT RECIPIENT agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. GRANT RECIPIENT agrees to maintain these records at GRANT RECIPIENT's office address described in Sec. 16.
- 10.2. Subject to the additional requirement of Sec. 10.3, GRANT RECIPIENT agrees to preserve the records for four years after receiving its final payment under this Agreement.

- 10.3. If an audit of or information in the records is disputed or the subject of litigation, GRANT RECIPIENT agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.
- 10.4. CAPCOG is entitled to inspect and copy, during normal business hours at GRANT RECIPIENT's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.
- 10.5. CAPCOG is also entitled to visit GRANT RECIPIENT's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 11. Proprietary or Confidential Information

- 11.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 11.2. If GRANT RECIPIENT believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, GRANT RECIPIENT must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that GRANT RECIPIENT will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 11.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of GRANT RECIPIENT's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform GRANT RECIPIENT of any request for disclosure of the information under the Texas Public Information Act.

Sec. 12. Termination of Agreement without Cause

- 12.1. Agreement may be terminated by either Party with a 60-day written notice delivered under the terms of Sec. 16.

Sec. 13. Suspension or Termination of Agreement for Unavailability of Funds

- 13.1. GRANT RECIPIENT acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, GRANT RECIPIENT agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 13.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving GRANT RECIPIENT notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.

- 13.3. If this agreement is suspended or terminated for unavailability of funds under this Sec. 13, GRANT RECIPIENT is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to GRANT RECIPIENT for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

- 14.1. If GRANT RECIPIENT or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching Party describing the breach and demanding corrective action. The breaching Party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 15.
- 14.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 15. Dispute Resolution

- 15.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 15.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to Hays County, Attn: Simone Corprew, 101 Thermon Drive San Marcos TX 78666, simone.corprew@co.hays.tx.us.
- 15.3. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 16. Notice to Parties

- 16.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 16.2 and signed on behalf of the party; or (3) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 16.3.
- 16.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director, bvoights@capcog.org.
- 16.3. GRANT RECIPIENT's address is: 101 Thermon Drive San Marcos TX 78666, Attn: Simone Corprew, Grant Writer simone.corprew@co.hays.tx.us.
- 16.4. A Party may change its address by providing notice of the change in accordance with Sec. 16.1.

Sec. 17. Attachments

17.1. The following attachments are part of this agreement:

Attachment A: Scope of Services

Attachment B: Project Representatives and Records Location

Sec. 18. Miscellaneous

- 18.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 18.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 18.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 18.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.
- 18.5. This Agreement is executed through signatures by both parties transmitted electronically.

Hays County

Capital Area Council of Governments

By _____

By _____

Ruben Becerra

Betty Voights

County Judge

Executive Director

Date: _____

Date: _____

If local government is a County government, provide the date the Commissioners' court approved the contract. If a Commissioners' Court delegated authority to sign this agreement to someone other than the county judge, please provide a copy of the meeting minutes documenting this.

Attachment A: Scope of Services

Grant Summary

GRANT RECIPIENT agrees to carry out work identified in its grant application for funding to CAPCOG, which is summarized below and incorporated by reference:

Project Name: Hays County Tire Collection #1 - East
Project Category: Community Collection Event
Project Type: Event
Total Project Cost: \$16,775.56
Funding Awarded: 90.00% of Approved, Eligible Costs up to \$15,098.00

Narrative Description

Hays County will host a scrap tire collection event in April of 2024 at the Hays County Transportation office located on Yarrington Rd., east of I-35. The county will rent 5 tire collection trailers that the vendor will drop off and collect after the event. The event will be run by staff members from the Environmental Taskforce of the Hays County District Attorney's Office.

GRANT RECIPIENT understands that any changes to the scale or scope of the project may require re-approval by CAPCOG and TCEQ and must notify CAPCOG ahead of time before making any significant changes to ensure eligibility of costs and continued funding. GRANT RECIPIENT understands that it was awarded funding based on the full scope of the project as described in its application and that any significantly modified project may not have been awarded funding had it been presented to the Solid Waste Advisory Committee with the modifications being requested.

Budget

Table 1. Budget Summary

Budget Category	Total Project Cost	Grant Amount (Total Cost * Grant %)
Personnel (salaries + fringe)	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Supplies	\$190.69	\$171.62
Equipment (per-unit acquisition cost of \$5,000 or more)	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Contractual	\$14,668.76	\$13,201.88
Other	\$1,916.11	\$1,724.50
Indirect	\$0.00	\$0.00
TOTAL	\$16,775.56	\$15,098.00

Reporting of Activities

GRANT RECIPIENT will provide notice of the activities indicated below to CAPCOG PROJECT REPRESENTATIVE by email at the address indicated in Attachment B no later than the date indicated for each activity. The table that corresponds

Table 2. Reporting Required for Project Type Events

<u>Activity</u>	<u>Due Date</u>	<u>Notice Must Include</u>
Date of collection event is established	No later than 14 days prior to the event	The date, time, and location of the event.
Collection event completed	No later than seven days after the event	The estimated volume of items collected, people served, vehicles received, and other information which indicates the activity of the event.
Collection event cancelled or date changed	No later than three days after the cancellation or the change of date of the event	The previous date, time, and location, the rescheduled date, time and location of the event, and the reason why it is being rescheduled.
Intent to submit reimbursement request	No later than seven days prior to submitting the reimbursement request	The expected date that the reimbursement request is going to be submitted and the estimated amount of the requested reimbursement.

Table 3. Reporting Required for Project Type Equipment Purchase

<u>Activity</u>	<u>Due Date</u>	<u>Notice Must Include</u>
Date that an order for the equipment has been placed	No later than 7 days after the date the order was placed.	The expected delivery date of the equipment, the cost of the equipment, and the equipment vendor.
Date that the equipment was received	No later than 7 days after the date the equipment was received.	The date that the equipment was received and the actual cost of the equipment, including an explanation of any difference between the actual cost and the expected cost.
Intent to submit reimbursement request	No later than seven days prior to submitting the reimbursement request	The expected date that the reimbursement request is going to be submitted and the estimated amount of the requested reimbursement.

Table 4. Reporting Required for Project Type Construction

<u>Activity</u>	<u>Due Date</u>	<u>Notice Must Include</u>
Date that bids for construction have been advertised, if applicable	No later than seven days after the date that bids were advertised	The dates and places that the advertisement will appear or has appeared.

<u>Activity</u>	<u>Due Date</u>	<u>Notice Must Include</u>
Date that a contract for construction has been executed, if applicable	No later than seven days after the contract has been executed	The date the contract was fully executed, the name of the contractor, and the contract completion date.
Date that an order for the equipment has been placed, if applicable and not included in the construction contract	No later than 7 days after the date the order was placed.	The expected delivery date of the equipment, the cost of the equipment, and the equipment vendor.
Date that the equipment was received, if applicable and not included in the construction contract	No later than 7 days after the date the equipment was received.	The date that the equipment was received and the actual cost of the equipment, including an explanation of any difference between the actual cost and the expected cost.
Date that construction has begun on the facility	No later than seven days after the beginning of construction	The date that construction began and the expected completion date.
Date that construction on the facility is completed	No later than seven days following the completion of construction	The date that construction was completed and the estimated costs.
Intent to submit reimbursement request	No later than seven days prior to submitting the reimbursement request	The expected date that the reimbursement request is going to be submitted and the estimated amount of the requested reimbursement.

Reporting of Results

As a condition of funding, TCEQ and CAPCOG requires GRANT RECIPIENT to provide detailed reporting on the results achieved through the grant funding on forms provided by CAPCOG. For discrete activities, this will include quantities of solid waste collected or diverted within the time frame of the grant contract. For projects involving equipment or construction, this will involve a "Follow-up Results Report" that identifies activities completed since the new capital asset was put into service, and which will be due the following year.

TCEQ Grant Contract with CAPCOG Incorporated by Reference

GRANT RECIPIENT also agrees to abide by all terms of CAPCOG's Grant Contract 582-24-50081 with TCEQ, which is incorporated by reference, as it relates to subawards, including all terms in the FY 2024-2025 Regional Solid Waste Program Administrative Procedures and submitting Follow-up Results Reports on the use of the equipment in accordance with TCEQ requirements.

TCEQ's Administrative Procedures includes a number of special requirements for projects that involve equipment or construction. Please refer to section I-E of that document and otherwise review other parts of the document applicable to equipment and construction. The requirements identified in TCEQ's Administrative Procedures are incorporated into this contract.

Ability to Add Funds

During the term of the contract or after it has terminated, CAPCOG may unilaterally award additional funds above the amount listed above and in Sec. 4. If this occurs, CAPCOG may request an updated reimbursement request from GRANT RECIPIENT, or it may unilaterally adjust payment based on the documentation provided.

Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to simone.corprew@co.hays.tx.us

Ken May
(Name)
Solid Waste Program Manager
(Title)

Telephone No.: (512) 916-6040

E-mail: kmay@capcog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

GRANT RECIPIENT Project Representative

The individual named below is the GRANT RECIPIENT Project Representative, who is authorized to give and receive communications and directions on behalf of GRANT RECIPIENT. All communications must be addressed to the GRANT RECIPIENT Project Representative or his or her designee. The GRANT RECIPIENT Project Representative may indicate a designee through an e-mail to kmay@capcog.org.

Simone Corprew
(Name)
Grant Writer
(Title)

Telephone No.:

E-mail: simone.corprew@co.hays.tx.us

Hays County
712 S Stagecoach Trail
San Marcos TX 78666

Submittal of Payment Requests

All payment requests must be made on the form provided by CAPCOG and sent to kmay@capcog.org, ktrevino@capcog.org, and apinvoices@capcog.org in accordance with the schedule in Attachment A.

Designated Location for Records Access and Review

GRANT RECIPIENT designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Hays County Grants Office
101 Thermon Drive
San Marcos TX 78666



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Stephanie Hunt, Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and Possible action to authorize the Sheriff's Office to utilize Bluebonnet Motors, Inc. for vehicle repairs, and authorize a discretionary exemption pursuant to 262.024 (a)(11) vehicle and equipment repairs.

INGALSBE/HUNT/CUTLER

Summary

The Sheriff's Office utilizes various vehicle repair companies when repairs cannot be completed in-house through the fleet division. When the repair company charges a diagnostic fee to assess repairs, or the vehicle is not drivable, the department is not required to obtain three quotes because the County would incur additional costs. The Sheriff's Office has spent over \$50,000.00 with Bluebonnet Motors, Inc. for vehicle repairs and is requesting a discretionary exemption pursuant to 262.024 (a)(11) vehicle and equipment repairs, to continue utilizing them as one of their vendors.



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Jeff McGill

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to execute a service order with Astound Business Solutions related to fiber and data services for the building located at 1303 Uhland Rd, San Marcos; and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch.262.024(a)(7)(D). **BECERRA/McGILL**

Summary:

This service order will allow for the relocation of existing fiber from 1303 Uhland Rd to the new Jail expansion area, and will renew our current contract with Astound for fiber services at the Hays County Jail.

Fiscal Impact:

Amount Requested: \$1,244

Line Item Number: 001-618-03.5489

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: discretionary exemption pursuant to Texas Local Government Code, Ch.262.024(a)(7)(D)

Auditor's Office

G/L Account Validated Y/N?: Yes, Telephone and Data Lines Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Astound Service Order

Discretionary Exemption Certification

This Service Order (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and the customer specified below (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the “MSA”) executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
Hays County		Jeff McGill	Office: (512) 393-2841 Mobile: 512-738-0635 Email: jmcgill@co.hays.tx.us
CUSTOMER BILLING ADDRESS	ALTERNATIVE CUSTOMER CONTACT		ALTERNATIVE CUSTOMER CONTACT INFO
712 S. STAGECOACH TRL, S-1071 SAN MARCOS, TX 78666			Office: Mobile: Email:
CUSTOMER ACCOUNT NUMBER	SERVICE ORDER REFERENCE NUMBER		ACCOUNT SALES REP
44 - 80031001	OP398231		Toni Hammond - 773904

INITIAL SERVICE TERM	SEGMENT
24 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a “Service”), at the location(s) set forth below (each, a “Service Site”), in exchange for the one-time, non-recurring installation charge (“NRC”), and the monthly recurring service charges (“MRC”) set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
DIA 300 Mb	1303 Uhland Rd , San Marcos, TX 78666, USA	Cust Prem	N/A		1	\$955.00	\$955.00	\$0.00	\$0.00
Managed SDWAN 300 Mb	1303 Uhland Rd , San Marcos, TX 78666, USA	Cust Prem	N/A		1	\$289.00	\$289.00	\$0.00	\$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer’s premises/suite.							TOTALS	\$1,244.00	\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

This order is to move the current Dmarc to a new location on the jail campus. Grande/Astound Communications TIPS contract # 230105

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Printed Name

Title

Date Signed

Authorized Provider Signature

Printed Name

Title

Date Signed

Hays County Commissioners Court

April 23, 2024

RE: Astound Business Solutions – 1303 Uhland Road, Fiber & Data Services

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Information Technology Department recognizes Astound Business Solutions, LLC (Grande) as a sole source provider to provide replacement parts and services for Telecom Services.



Jeff McGill, Information Technology Department Head

4/19/2024



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Request For Service (RFS) Authorization Form with Tyler New World related to a custom interface for the new Timekeeping System and amend the budget accordingly. **BECERRA/DORSETT**

Summary:

On June 20, 2023, the Commissioners Court authorized a contract with Ultimate Kronos Group (UKG) for a new county-wide timekeeping system. The Budget & Payroll Office began the implementation of this new system in January 2024 and is currently in the integration phase of the project. In order to proceed, a custom interface needs to be developed by Tyler New World that will meet the import/export specifications for UKG. This interface will allow for the timekeeping and accrual balances to be imported from UKG into New World for payroll processing, reducing manual entries that are currently required with our current timekeeping system.

Fiscal Impact:

Amount Requested: \$4,600

Line Item Number: 001-621-00.5718_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: If approved, recommend moving funds from County-Wide contingencies.

\$4,600 - Increase Budget Office Software_Capital 001-621-00.5718_700

(\$4,600) - Decrease County-Wide Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Sourcewell Contract #90320-TTI

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

RFS Authorization Form

Please return this completed Request For Service form with authorized signature to Tyler Technologies. You may fax or email the form to your Tyler Technologies Contact or Relationship Manager. Unless otherwise specified, this project will be scheduled on the first available date following receipt of a signed copy of this form.

Case Number 10790572

RFS Date 04/11/2024

Department Interfaces

CLIENT INFORMATION

Name Hays County, TX
Address 810 Stagecoach Trail
San Marcos, TX 78666-8217
Phone (512) 393-7808

COSTS

Project Cost	\$4,600.00
Invoiced Upon Delivery	\$4,600.00
Total Amount to be Invoiced	\$4,600.00

CONTACT INFORMATION

Name	Title/Role	Phone	Email
Diane Sanchez	IT Supervisor	(956) 226-8939	diane.sanchez@co.hays.tx.us

SERVICE DESCRIPTION

The process consists of a one-way export of employee accrual balance hours information to a third-party software; and a one-way export of limited employee WorkForce information to the third-party software.

General Requirements/Assumptions:

1. Review of required features with Client.
2. Programming and programming test.
3. Interface installation services as required.

New World ERP Responsibilities:

1. New World ERP shall provide interface installation services. These services do not include hardware and/or third party product costs which shall be the Client's responsibility, if required.
2. Whenever possible, these services will be done remotely, resulting in saving in travel expenses and time. If on-site installation and training is required, the Client will be responsible for the actual travel expenses and time.

Client Responsibilities:

1. Client agrees to cooperate in not making modifications and enhancements too extensive.
2. All Client requested changes after RFS sign-off must be documented by Client and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

Tyler Technologies provides warranty and maintenance on this project for 30 days after initial delivery. The cost for this project includes programming, quality testing, electronic delivery, and set up assistance. This project is considered custom software. Required upgrades to the custom software as a result of Tyler Technologies release changes, third party vendor changes, or changes in client requirements are subject to additional fees. Pricing is valid for 30 days from the date of the RFS.

Authorized Signature _____

Date _____

Name (Printed) _____

Title _____



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Albert Sierra, Assistant Judicial Services Director

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to establish the Judicial Services Department as the Hays County Personal Bond Office pursuant to the Texas Code of Criminal Procedures Art. 17.42, and establish a fee schedule pursuant to the Texas Code of Criminal Procedures Art. 17.44, and 17.441 effective June 1, 2024. **BECERRA/SIERRA**

Summary:

Pursuant to Texas CCP 17.44 and 17.441, Pre-trial Departments may collect fees that range from personal bond fees, reimbursement fees, drug testing fees, and device monitoring fees. In order to collect these fees, the Hays County Judicial Services Department would be established to act as the Personal Bond Office pursuant to Texas CCP 17.42. The department would like to charge these fees as outlined in the attached fee schedule to offset related operations.

Fiscal Impact:

Amount Requested: None

Line Item Number: TBD

Budget Office:

Source of Funds: Charges for Services

Budget Amendment Required Y/N?: No

Comments: Revenue will be budgeted in FY25 during the annual budget process based on collections to date.

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, Charges for Services

Comments:

Attachments

Fee Schedule



Hays County Judicial Services

Albert P. Sierra Assistant Director
712 S Stagecoach Trl, Ste 1204, San Marcos TX 78666
(512) 393-7785 • hayscountytexas.com

FEE SCHEDULE

Pursuant to the Texas Code of Criminal Procedure Articles 17.42, 17.44, and 17.441, the Hays County Judicial Services Department, serving as the Personal Bond Office for Hays County, is authorized to collect the following fees if said fees are ordered by a Magistrate or Court of Hays County:

1. \$20 or three percent of the amount of the bail fixed for the accused, whichever is greater, as a one-time bond fee (only for people released on personal bond following a recommendation from the personal bond office)
2. \$25 as a fee to reimburse the cost of testing for controlled substances if ordered to submit to such testing as a condition of bond
3. \$10 each month as a fee to reimburse for the cost of a monitoring service if ordered to submit to electronic monitoring as a condition of bond (only applies to Ignition Interlock and GPS monitoring)

**Magistrate, District & County Court Judges have the authority to waive any fees if defendant meets indigent guidelines.*



Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Stephanie Hunt

Sponsor:

Judge Becerra

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to pre-qualify the respondents related to RFP 2024-P03 Countywide Project Management Services to establish a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County.

BECERRA/INGALSBE/HUNT

Summary

On January 2, 2024, the Commissioners Court approved specifications and authorized Purchasing to solicit Statement of Qualifications for RFP 2024-P03 Countywide Project Management Services. Purchasing Received sixteen (16) proposals from the following firms and after review from the evaluation committee it is their recommendation to award to the top six firms for the Countywide Project Management Services Pool.

Attachments

RFP 2024-P03 Final Tabulation

RFP 2024- PO3 Countywide Project Management Services
Final Tabulation

Firm	Averages	
	Score	Rank
The Broaddus Company	87	1
Freese & Nichols	78	2
AGCM	77	3
Kitchell	77	3
JMT	74	4
Skanska	74	4
Ardurra	69	5
Square One Consultants	69	5
TWS Advisory Group	67	6
Project Management Services Inc	64	7
Patrick Engineering	62	8
Windsor Group	62	8
Ramel Company, LLC	60	9
Coastline Engineering	58	10
Procedeo	58	10
West Peak Energy	58	10



AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve the county animal ordinance. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM: **L. 1.**

Hays County Commissioners Court

Date: 04/23/2024

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: 04/23/2024

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 located east of I-35 in Precinct 1. Possible discussion and/or action may follow in open court. **BECERRA**

Summary



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

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Peanut Butter, Project Snapdragon and Project Husky. Possible discussion and/or action may follow in open court. **BECERRA**

Summary



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

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor: Commissioner Ingalsbe

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 Cotton Gin Road in Precinct 1 (Parcels 19, 20, and 21). Possible discussion and/or action may follow in open court. **INGALSBE**

Summary



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

Hays County Commissioners Court

Date: 04/23/2024

Requested By:

Sponsor:

Commissioner Smith

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 Colt. Possible discussion and/or action may follow in open court. **SMITH**

Summary
