

**Commissioners Court April 7, 2020**  
**NOTICE OF A MEETING OF THE**  
**COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**  
[publiccomments@co.hays.tx.us](mailto:publiccomments@co.hays.tx.us)



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 the **7<sup>th</sup> day of April 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**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, or email: [publiccomments@co.hays.tx.us](mailto:publiccomments@co.hays.tx.us) . Please Complete the Public Participation/ Witness Form in its Entirety.

NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

**PRESENTATIONS & PROCLAMATIONS**

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion may follow. <b>BECERRA</b>
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**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.

2	5	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
3	6	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
4	7-12	Approve Commissioners Court Minutes of March 31, 2020. <b>BECERRA/CARDENAS</b>
5	13-19	Authorize the County Judge to execute Work Authorization #4 to the Professional Service Agreement (PSA) between Hays County and Bowman Consulting Group, Ltd. for the Cotton Gin road improvements project, and declare an exception to competitive procurement under Section 262.024(a)(4) of the Texas Local Government Code. <b>JONES/BORCHERDING</b>
6	20-56	Authorize the County Judge to execute a Letter of Agreement between Hays County, Prime Strategies, Inc. (PSI) and HNTB Corporation (HNTB) assigning terms and conditions of Professional Services Agreement between Hays County and PSI for the 2016 Road Bond Program to HNTB and grant an exemption pursuant to Texas Local Government Code, Section 262.024(a)(4). <b>JONES/SHELL/BORCHERDING</b>
7	57-74	Authorize the County Judge to execute a Letter of Agreement between Hays County, Prime Strategies, Inc. (PSI) and HNTB Corporation (HNTB) assigning terms and conditions of Professional Services agreement between Hays County and PSI for the Hays County Pass Through Financing Program to HNTB and grant an exemption pursuant to Texas Local Government Code, Section 262.024(a)(4). <b>JONES/SHELL/BORCHERDING</b>
8	75-88	Authorize the County Judge to execute a Letter of Agreement between Hays County, Prime Strategies, Inc. (PSI) and HNTB Corporation (HNTB) assigning terms and conditions of Professional Services Agreement between Hays County and PSI for Program Management for the TxDOT Partnership Program to HNTB and grant an exemption pursuant to Texas Local Government Code, Section 262.024(a)(4). <b>JONES/SHELL/BORCHERDING</b>
9	89-92	Authorize the County Judge to execute an agreement between Hays County and Plateau Land & Wildlife Management in the amount of \$3,188.24 for the renewal of the 2020 Annual Service Agreement. <b>JONES/T.CRUMLEY</b>
10	93	Authorize the Sheriff's Office to accept a donation of \$200.00 and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
11	94-96	Authorize payment of \$522.80 to FEDEX for shipping fees where no purchase order was in place as per the County Purchasing Policy. <b>INGALSBE/CUTLER</b>

12	97	Accept \$10,000.00 in grant contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. <b>INGALSBE</b>
13	98-108	Approve an Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services related to an increase in costs for housing and care of Hays County inmates. <b>INGALSBE/CUTLER</b>
14	109-111	Approve the filing of Tax Assessor-Collector Jenifer O'Kane's Continuing Education Transcript as required by Section 6.231 (d) of the Texas Property Tax Code. <b>BECERRA/O'KANE</b>
15	112-131	Approve the request made by Leif Johnson Ford Truck City for waiver of penalties and interest on two property tax payments, citing Section 33.011(h) of the Texas Property Tax Code. <b>BECERRA/JONES/O'KANE</b>
16	132-136	Approve the waiver of penalties and interest on E-Check payments of property taxes that received no certified mail 'return notice', as is the Tax Office policy. <b>BECERRA/O'KANE</b>
17	137-143	Ratify the submission of a grant application with the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant in the amount up to \$150,839.00. <b>BECERRA/T.CRUMLEY</b>

## ACTION ITEMS

### ROADS

18	144-158	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and K Friese and Associates, Inc. for revision of the Hays County Transportation Plan and declare an exception to competitive procurement under Section 262.024(a)(4) of the Texas Local Government Code. <b>SMITH/BORCHERDING</b>
19	159-168	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #PB03010405877 in the amount of \$2,993,233.65, accept the 2-year maintenance bond #70187170 in the amount of \$163,290.16, and accept the 1-year revegetation bond #70187175 in the amount of \$103,669.80 for Headwaters at Barton Creek Subdivision, Phase 2, and Phase 4, Section 1. <b>SMITH/BORCHERDING</b>
20	169-186	Discussion and possible action to approve an Advance Funding Agreement for Locally Funded Transportation Project On-System (RM 2325 at Fischer Store Rd.) and authorize the County Judge or his Designee to execute the Advance Funding Agreement on behalf of Hays County. <b>SHELL/BORCHERDING</b>

### SUBDIVISIONS

21	187-189	Discussion and possible action to authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about November 21, 2017 between Hays County and Development Solutions Carter, LLC for the Carter Subdivision. <b>SMITH/STRICKLAND</b>
22	190-192	Discussion and possible action authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about November 21, 2017 between Hays County and Development Solutions CW, LLC for the Crosswinds Subdivision. <b>JONES/STRICKLAND</b>
23	193-195	Discussion and possible action authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about November 21, 2017 between Hays County and Development Solutions CAT, LLC for the Caliterra Subdivision. <b>SMITH/STRICKLAND</b>
24	196-198	Discussion and possible action to authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about April 24, 2018 between Hays County and Kyle Three Partners, LP and K Marcos, LLC for the Sunset Oaks Subdivision. <b>SMITH/STRICKLAND</b>

### MISCELLANEOUS

25	199-206	Discussion and possible action to consider a trustee resale bid submitted by Ganymede Enterprises, LLC in the amount of \$3,200 for .0832 acres located on Saltillo Street in San Marcos, TX. <b>BECERRA/INGALSBE/O'KANE</b>
26	207-208	Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2021. <b>BECERRA/VILLARREAL-ALONZO</b>
27	209-232	Discussion and possible action to authorize the County Judge to execute a Development Agreement between Hays County and 290 East Bush, Inc., related to Ledge Stone Commercial Condominiums. <b>SMITH/STRICKLAND</b>
28	233-294	Discussion and possible action to approve the form of Agreements related to Utility coordination, to be used on Hays County transportation or other capital improvements projects. <b>SHELL/INGALSBE</b>
29	295-299	Discussion and possible action to authorize the County Judge to execute a Planned Maintenance Agreement with Waukesha-Pearce industries, Inc. for generator maintenance at the Hays County Juvenile Detention Center. <b>INGALSBE/LITTLEJOHN</b>

30	300-315	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and W.F. Smith Company for appraiser services for the County's GLO Disaster Housing Assistance Program (HAP). <b>BECERRA/T.CRUMLEY/MCCLUNE</b>
31	316-331	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Spot on Surveying, Inc. (SOS) regarding surveying services for the County's GLO Disaster Housing Assistance Program (HAP). <b>BECERRA/T.CRUMLEY/MCCLUNE</b>
32	332	Discussion and possible action to discuss procurement & budget policies related to the COVID-19 pandemic and amend the budget accordingly. <b>VILLARREAL-ALONZO</b>

### EXECUTIVE SESSIONS

The Commissioners Court will announce 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.

### 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.

33	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA/RAVEN</b>
34	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
35	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. <b>INGALSBE/CUTLER</b>
36	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. <b>BECERRA</b>
37	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. <b>SHELL</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 3<sup>rd</sup> day of April, 2020

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible action may follow.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Information will be presented during Court.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of United Healthcare claims.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Commissioners Court Minutes of March 31, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY



MARCH 31, 2020

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 31<sup>st</sup> DAY OF MARCH A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
VALERIE VALDEZ

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
DEPUTY 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:**

Chaplain Javier Maldonado, 7<sup>th</sup> Day Adventist Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Rodrigo Amaya, Hays County resident, gave a public comment regarding ill qualifications of elected officials and government workers. He stated that he pulled up the Code of Ethic for Hays County Employees because an employee is involved in the medical profession and he hopes it does not conflict with the Covid-19 kit that will be available soon. Dan Lyon, Hays County resident, sent his public comments via email. He wrote that the Order from March 15<sup>th</sup> negatively affected the citizens' ability to make an income therefore, Hays County should lower the taxes collected.

**Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19.**

Alex Villalobos, Chief of Staff, gave an update on the number of Covid-19 cases. There are 28 confirmed, 6 recovered, and 22 active cases. He gave an update to the court for Emergency plans. He stated that Hays County will be short on supplies and first responders. Tammy Crumley, County Wide Operations, gave an update on the progress of disinfecting the County buildings, and the inventory of supplies. Raul Reyes, Emergency Service Director, introduced himself as the new director. He said he will meet with each of the Commissioners about Covid-19. Judge Becerra welcomed Raul Reyes, and thanked Scott Raven, Fire Marshall and Interim Emergency Services Director, for stepping up during this time of transition. Judge Becerra spoke about the purchase of 2,000 Covid-19 testing kits. He stated priority will be given to front line medical responders and individuals exhibiting symptoms with required medical consultation. Judge Becerra and Commissioner Smith had a lengthy discussion about the agreement made with one of the suppliers of the Testing kits. Commissioner Shell thanked the Healthcare providers and first responders, and acknowledged the businesses that are struggling. **No action was taken.**

**35017 APPROVE PAYMENTS OF COUNTY INVOICES.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve payments of County invoices. All present voted "Aye." **MOTION PASSED.**

**35018 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve the payment of United Healthcare claims. All present voted "Aye." **MOTION PASSED.**

**35019 APPROVE COMMISSIONERS COURT MINUTES OF MARCH 3, 2020, MARCH 10, 2020, MARCH 16, 2020 AND MARCH 24, 2020.**



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MARCH 31, 2020

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of March 3, 2020, March 10, 2020, March 16, 2020 and March 24, 2020. All present voted "Aye." MOTION PASSED.

**35020                    AUTHORIZE THE SHERIFF'S OFFICE TO PURCHASE COMPUTER EQUIPMENT WITH SHERIFF DRUG FORFEITURE FUNDS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to purchase computer equipment with Sheriff Drug Forfeiture Funds and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**35021                    AUTHORIZE THE SHERIFF'S OFFICE TO PURCHASE TWO (2) SHOP FANS (PORTABLE COOLER) FOR THE VEHICLE MAINTENANCE AND BUILDING MAINTENANCE SHOPS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to purchase two (2) shop fans (portable cooler) for the Vehicle Maintenance and Building Maintenance shops and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**35022                    AUTHORIZE THE BUILDING MAINTENANCE DEPARTMENT TO REPLACE THE GENERATOR RADIATOR AT THE LOCAL HEALTH DEPARTMENT IN THE AMOUNT OF \$7,790.19 AND AMEND THE BUDGET ACCORDINGLY.**

Judge Becerra clarified this item is to replace a part not the generator as a whole. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Building Maintenance Department to replace the generator radiator at the Local Health Department in the amount of \$7,790.19 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**35023                    AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LETTER TO TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) DESIGNATING JANICE JONES TO FINALIZE DOCUSIGN DOCUMENTS BETWEEN HAYS COUNTY AND TXDOT, ONCE APPROVED IN COMMISSIONERS COURT.**

Judge Becerra asked General Counsel for clarification on this item. Mark Kennedy, General Counsel, stated that TXDOT may ask for proof of court appointed authority, so this item covers that request. Commissioner Smith commented that during this time it would be helpful to have someone with authority to sign on their behalf. A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute a letter to Texas Department of Transportation (TxDOT) designating Janice Jones to finalize DocuSign documents between Hays County and TxDOT, once approved in Commissioners Court. All present voted "Aye." MOTION PASSED.

**35024                    APPROVE SPECIFICATIONS FOR RFP 2020-P09 CDBG MITIGATION FUNDING AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

Commissioner Shell stated an edit needed to be made to proposal which would remove a sentence that was from a previous RFQ. A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to approve specifications for RFP 2020-P09 CDBG Mitigation Funding and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

**35025                    ACCEPT THE SITE IMPROVEMENT PERFORMANCE BOND #LICX1192181 FOR STREET EXCAVATION, DRAINAGE, AND EROSION CONTROL IMPROVEMENTS IN THE AMOUNT OF \$937,314.16 FOR THE CALITERRA SUBDIVISION, PHASE 3, SECTION 9.**



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MARCH 31, 2020

Rodrigo Amaya, Hays County resident, gave a public comment regarding oversight of the court. **A motion was made by Commissioner Smith seconded by Commissioner Shell to accept the site improvement performance bond #LICX1192181 for street excavation, drainage, and erosion control improvements in the amount of \$937,314.16 for the Caliterra subdivision, Phase 3, Section 9. All present voted "Aye." MOTION PASSED.**

**35026 APPROVE AN ADVANCE FUNDING AGREEMENT FOR LOCALLY FUNDED HIGHWAY IMPROVEMENT PROJECT ON-SYSTEM (RM 12 AT WINTERS MILL PKWY. AND RM 3237 AT WINTERS MILL PKWY.) AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCE FUNDING AGREEMENT ON BEHALF OF HAYS COUNTY.**

Commissioner Shell stated this item is part of the 2016 bond program. He stated the County has been working with TXDOT for the design and they would like to get started as soon as possible. The location will have a new school opening soon. **A motion was made by Commissioner Smith seconded by Commissioner Shell to approve an Advance Funding Agreement for Locally Funded Highway Improvement Project On-System (RM 12 at Winters Mill Pkwy. and RM 3237 at Winters Mill Pkwy.) and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County. All present voted "Aye." MOTION PASSED.**

**35027 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONSTRUCTION CONTRACT WITH INTERMOUNTAIN SLURRY SEAL, INC. FOR THE TRANSPORTATION DEPARTMENT RELATED TO ROAD IMPROVEMENTS.**

Commissioner Ingalsbe explained this action will extend the life of the road pavement. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the County Judge to execute a Construction Contract with Intermountain Slurry Seal, Inc. for the Transportation Department related to road improvements. All present voted "Aye." MOTION PASSED.**

**35028 ACCEPT THE FISCAL YEAR 2019 HAYS COUNTY COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AS AUDITED BY ABIP, PC CERTIFIED PUBLIC ACCOUNTANTS.**

A presentation was given by a representative from ABIP, to explain the results of the Comprehensive Annual Financial Report (CAFR). Jeff McGill, I.T. Director assisted with the remote presentation. Commissioner Ingalsbe asked about the 2016 Pass through funds. Marisol Villarreal-Alonzo, Auditor, responded to the Commissioners questions. Marisol Villarreal-Alonzo stated she would send the Court their bond copies, but wants to review once more before submitting to SCC Reporting for the deadline later today. She stated her office has been granted a 30 day extension from the GFOA. Her office will submit the report to GFOA and expect to receive an award once submitted. Commissioner Shell, Commissioner Smith, and Judge Becerra thanked the Auditors office for their work. **A motion was made by Commissioner Jones seconded by Commissioner Shell to accept the Fiscal Year 2019 Hays County Comprehensive Annual Financial Report (CAFR) as audited by ABIP, PC Certified Public Accountants. All present voted "Aye." MOTION PASSED.**

**Clerk's Note Agenda Item #14 RE: RODRIGO AMAYA, HAYS COUNTY RESIDENT, MADE A PUBLIC COMMENT STATING THE COUNTY WAS SCHEDULING FINES BEFORE THE FIRE CODE WAS ADOPTED. COMMISSIONER SMITH SPOKE TO CLARIFY THE CODE WAS ADPOTED IN DECEMBER 2019. PROVIDE DIRECTION REGARDING ENFORCEMENT OF THE HAYS COUNTY FIRE CODE, ADOPTED BY THE COMMISSIONERS COURT ON OR ABOUT DECEMBER 17, 2019. - WAS PULLED.**

**35029 ALLOW THE DEVELOPMENT SERVICES STAFF TO TAKE WORK VEHICLES TO THEIR HOMES, REQUESTED PER THE COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY CHAPTER OF THE HR POLICY.**

Caitlyn Strickland, Development Services, stated this item was to ensure her staff is meeting the Stay Safe order. Commissioner Ingalsbe spoke to clarify that this action would only be in place while the order was in effect. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to allow the Development Services staff to take work vehicles to their homes, requested per the County Property and Employee Responsibility chapter of the HR Policy. All present voted "Aye." MOTION PASSED.**



MARCH 31, 2020

**AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT NO. 2 TO THE STOP LOSS POLICY BETWEEN HAYS COUNTY AND UNITED HEALTHCARE INSURANCE COMPANY.**

Rodrigo Amaya, Hays County resident, made a public comment cautioning the court on their approvals of action items on the agenda. Commissioner Ingalsbe, had additional questions and mentioned bringing the item back to court at a later time. Mark Kennedy, General Counsel, was in agreement to bring item back to court. **No action taken.**

**Clerk's Note Agenda Item #17 RE:** *AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND W.F. SMITH COMPANY FOR APPRAISER SERVICES FOR THE COUNTY'S GLO DISASTER HOUSING ASSISTANCE PROGRAM (HAP).* – **WAS PULLED.**

**Clerk's Note Agenda Item #18 RE:** *AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND SPOT ON SURVEYING, INC. (SOS) REGARDING SURVEYING SERVICES FOR THE COUNTY'S GLO DISASTER HOUSING ASSISTANCE PROGRAM (HAP).* – **WAS PULLED.**

**35030 AUTHORIZING THE COUNTY JUDGE TO EXECUTE A TEMPORARY LICENSE AGREEMENT BETWEEN HAYS COUNTY AND UNBEATEN, LLC, IN SUPPORT OF THE ROOM 2 HOPE PROJECT FOR THE BENEFIT OF VICTIM WITNESSES AT THE HAYS COUNTY GOVERNMENT CENTER.**

Rodrigo Amaya, Hays County resident, gave a public comment regarding limited space in the Government Center. Commissioner Shell stated this room already exist in the District Attorney's office. He referred to a previous presentation given in court by Denise Fonseca suggesting to utilize volunteers to add furniture and paint making the space more comfortable for victims. **A motion was made by Commissioner Shell seconded by Commissioner Smith to authorizing the County Judge to execute a Temporary License Agreement between Hays County and Unbeaten, LLC, in support of the Room 2 Hope project for the benefit of victim witnesses at the Hays County Government Center. All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Executive Session began at 9:40 a.m. and resumed back into open court at 10:34 a.m.

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE DUTIES OF ALL INDIVIDUAL POSITIONS WITHIN THE OFFICE OF EMERGENCY SERVICES, INCLUDING BUT NOT LIMITED TO THE HAYS COUNTY FIRE MARSHAL.**

**No action taken.**

**Clerk's Note Agenda Item #21 RE:** *EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN HAYS COUNTY VICTIM SERVICES, C.I.D., PATROL, DISPATCH, AND CRIME SCENE INVESTIGATION UNIT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.* – **WAS PULLED.**

**Clerk's Note Agenda Item #22 RE:** *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.* – **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. The estimated cost of outsourcing is \$69,491. The inmate population was 440 the peak was 465 for the week of March 22<sup>nd</sup> through March 28<sup>th</sup>, 2020. The number of males 168 the number of females 5. **No action taken.**

HAYS COUNTY COMMISSIONERS' COURT MINUTES



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MARCH 31, 2020

**Clerk's Note Agenda Item #24 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 #25 RE:** DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW. - **WAS PULLED.**

**Clerk's Note Agenda Item #26 RE:** DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. - **WAS PULLED.**

## ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 11:13 a.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 March 31, 2020.



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





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute Work Authorization #4 to the Professional Service Agreement (PSA) between Hays County and Bowman Consulting Group, Ltd. for the Cotton Gin road improvements project, and declare an exception to competitive procurement under Section 262.024(a)(4) of the Texas Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 31, 2020	\$5,000

#### LINE ITEM NUMBER

020-710-00.5448\_008

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024 (a) (4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

#### SUMMARY

This project includes two (2) QL"A" SUE test holes on an Enterprise pipeline for the Cotton Gin Road project in Hays County to describe and depict the quality of subsurface utility information. This quality level (QL) information will provide horizontal positioning of subsurface utilities to within approximately 1.0 foot.



## Hays County Transportation Department Change Order Request Form

Date: 3/18/2020 Contract Performance Date: Current

Project Name: Cotton Gin Road Improvements

Contract number: N/A

Contractor/Consultant: Bowman Consulting Group, Ltd.

Change Order Number: 4

Change in Scope Necessitating Change-Order:

See attached Scope of Work in Exhibit A, which is incorporated herein for all purposes.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 301,500.00

Net Amount of Previously Authorized Change Order: \$ 770,850.00

Net Amount for this requested change order: \$ 5,000.00

Total Contract Amount with all change orders: \$ 1,077,350.00

Original Contract Performance Length: 365 Days

Net previous schedule change orders: 1,095 Days

Net Schedule adjustment requested this change order: 20 Days

Total performance days with change orders: 1,115 Days

Contractor: Nicholas G. Kehl, P.E. Sign: *Nicholas G. Kehl* Date: 3-18-2020

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

March 6, 2020

Nickolas Kehl, P.E.  
Bowman Consulting  
D: 512.672.8979  
nkehl@bowmanconsulting.com

**RE: Subsurface Utility Engineering  
Hays County – Cotton Gin Road – Supplemental Services**

Dear Mr. Kehl:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on March 5, 2020.

**Introduction**

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

**Scope of Work**

Based on information provided by Bowman Consulting (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes two (2) QL“A” SUE test holes on an Enterprise pipeline for the Cotton Gin Road project in Hays County. The test hole locations are shown in Exhibit B.

The survey of SUE field markings is not included in this scope of work. It is assumed that the Client will provide survey data for use in preparing the final deliverable.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

## **TRG Procedures**

### **QL“B” – Designating**

To layout test holes, TRG will utilize a suite of geophysical equipment that includes magnetic and electromagnetic induction to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission, which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing.

### **QL“A” – Locating**

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from Hays County may be required. TRG will obtain all required County permits and ensure that coordination and compliance with the County is provided. It is assumed that permit can be obtained at no cost to TRG.
- Designed traffic control plans will not be required.
- Non-routine traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
- The coring of pavement will not be required.

### **Deliverables**

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

### **Schedule**

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL“A” SUE work can be completed in eight (8) working days following approval of the ROW permits, broken down as follows:

- QL“A” field work – 1 day
- Deliverable preparation – 7 days (following receipt of survey data)

### **Estimated Fee**

The total estimated cost to complete the work described herein is **Five Thousand Dollars and NO/100 (\$5,000.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

**The Rios Group, Inc.**



Ryan C. Chapin, P.E.  
Project Manager

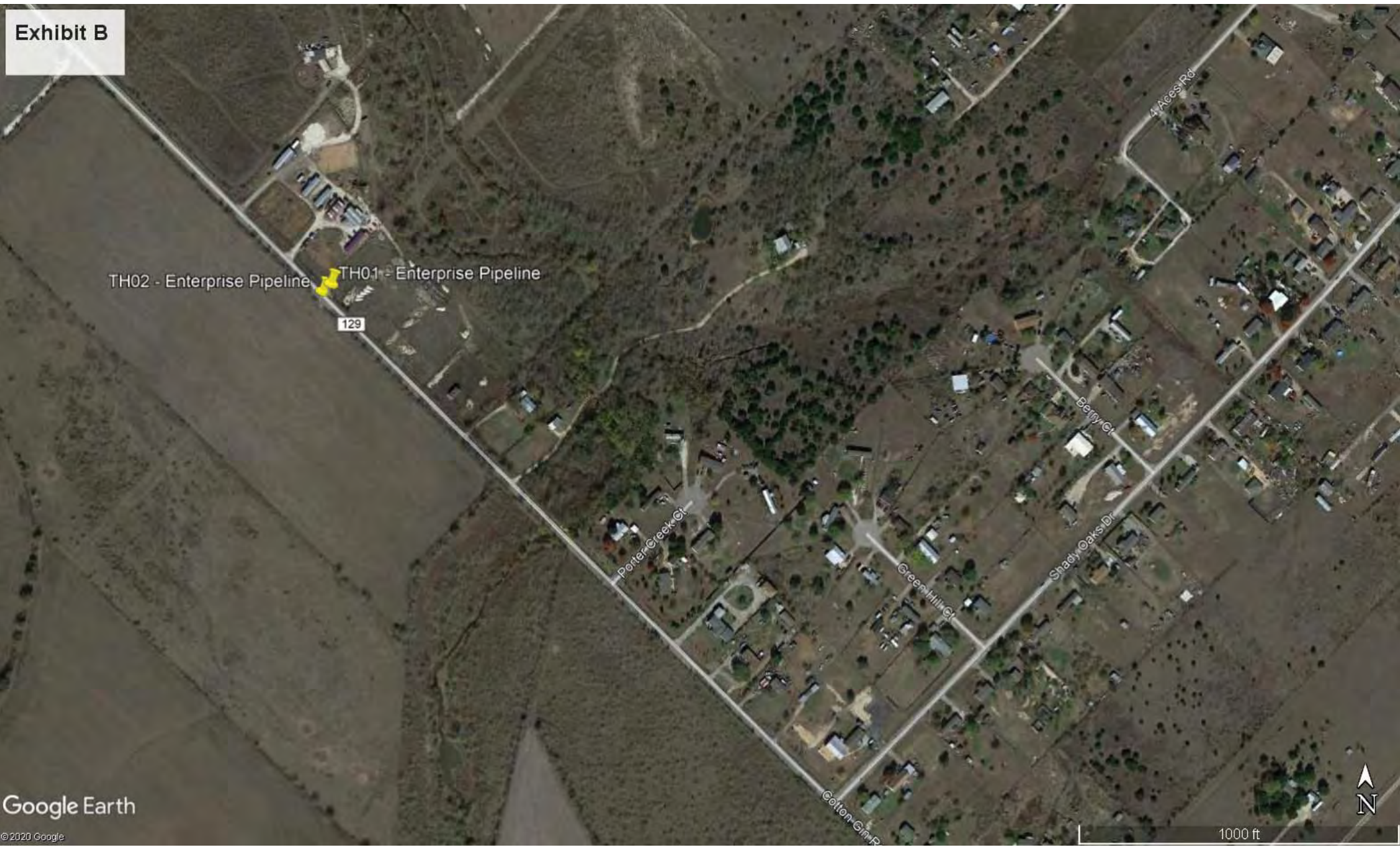
**Estimate for Subsurface Utility Engineering**  
**Hays County - Cotton Gin Road**  
**Supplemental Work**

**EXHIBIT A**

<b>Direct Expenses</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Traffic Control	\$ 1,200.00	1	DAY	\$ 1,200.00
Deliverable Preparation	\$ 250.00	1	LS	\$ 250.00
<b>Sub-Total</b>				<b>\$ 1,450.00</b>
<b>QL"B" SUE Designating</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Designating Crew	\$ 2,500.00	0.5	DAY	\$ 1,250.00
<b>Sub-Total</b>				<b>\$ 1,250.00</b>
<b>QL"A" SUE Test Holes</b>				
<b>Unit Rate - Depth</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
0 - 4 feet	\$ 850.00	0	EA	\$ -
4 - 8 feet	\$ 1,150.00	2	EA	\$ 2,300.00
8 - 12 feet	\$ 1,450.00	0	EA	\$ -
12 - 18 feet	\$ 2,300.00	0	EA	\$ -
Pavement Coring	\$ 350.00	0	EA	\$ -
Test Hole Total		2		
<b>Sub-Total</b>				<b>\$ 2,300.00</b>
<b>Total Estimated Cost</b>				<b>\$ 5,000.00</b>



Exhibit B



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a Letter of Agreement between Hays County, Prime Strategies, Inc. (PSI) and HNTB Corporation (HNTB) assigning terms and conditions of Professional Services Agreement between Hays County and PSI for the 2016 Road Bond Program to HNTB and grant an exemption pursuant to Texas Local Government Code, Section 262.024(a)(4).

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

No additional impact

#### LINE ITEM NUMBER

Fund 034 Road Bond Fund

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

BORCHERDING

#### SPONSOR

JONES

#### CO-SPONSOR

SHELL

#### SUMMARY

See the attached letter from Michael Weaver and Michael Inabinet.



Honorable Ruben Becerra  
Hays County Judge  
111 East San Antonio Street  
Suite 300  
San Marcos, TX 78666



March 20, 2020

Dear Judge Becerra:

We are pleased to announce the goodwill acquisition of Prime Strategies Incorporated (PSI)'s contracts with Hays County. Mike Weaver, Paula Gruber and Marie Walters will have a seamless transition as employees of HNTB Corporation (HNTB). Mike will continue to be the Road Bond Program Manager and your primary contact on current Hays County projects. And, he will be supported by the same team members that currently serve as the Hays County Transportation GEC. You will receive the same personal service from the HNTB GEC team that you've enjoyed since 2005. In addition, you will have access to a full-service firm with over 4,500 professionals in over 70 offices throughout the country.

Hays County currently has three projects in progress with PSI:

- Hays County Pass-Through Financing Program
- Hays County TxDOT Partnership Program
- Hays County 2016 Road Bond Program GEC

HNTB requests that the Hays County 2016 Road Bond Program contract be assigned to HNTB with the exact same terms. As mentioned, Mike Weaver and his staff will continue delivering these projects in the same fashion that Hays County has come to expect.

Sincerely,

Prime Strategies, Inc.

A handwritten signature in blue ink, appearing to read "M. J. Weaver".

Michael J. Weaver  
President

HNTB Corporation

A handwritten signature in blue ink, appearing to read "Michael Inabinet".

Michael Inabinet, P.E.  
Central U.S. President

Cc: Debbie Gonzales Ingalsgbe, Commissioner, Precinct 1  
Mark Jones, Commissioner, Precinct 2  
Lon Shell, Commissioner, Precinct 3  
Walt Smith, Commissioner, Precinct 4  
Mark Kennedy, General Counsel

**LETTER AGREEMENT ASSIGNING**  
**PROFESSIONAL SERVICES AGREEMENTS**  
**BETWEEN HAYS COUNTY AND PRIME STRATEGIES, INC.**

This Letter Agreement Assigning Professional Services Agreements between Hays County and Prime Strategies, Inc. is hereby made effective this 31<sup>st</sup> day of March 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), Prime Strategies, Inc. ("PSI"), and HNTB Corporation ("HNTB"). The above-cited parties are collectively referred to as "the Parties to this Agreement" or "**the Parties.**"

**WHEREAS**, on or about October 2, 2017, the County and PSI executed a Professional Services Agreement related to general engineering consultant (GEC) work on the 2016 Road Bond Program project and executed Work Authorization #1 for that project on the same date, both of which are attached hereto as Exhibit A and incorporated herein for all purposes;

**WHEREAS**, the County wishes to complete engineering and design under the above-mentioned Professional Services Agreements using essentially the same personnel that has been providing work under PSI;

**NOW THEREFORE**, the Parties agree that the above-mentioned Professional Services Agreements are hereby assigned to HNTB Corporation, effective March 31, 2020, which shall have the rights and obligations of the "Engineer" and/or "Contractor" under the attached Agreement.

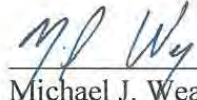
OTHER THAN THE TRANSFER OF CONTRACTUAL OBLIGATIONS FROM PSI TO HNTB, THE TERMS AND CONDITIONS OF EACH OF THE AGREEMENTS SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

This Letter Agreement Assigning Professional Services Agreement between Hays County and Prime Strategies, Inc. is hereby executed this \_\_\_\_ day of \_\_\_\_\_ 2020, to be Effective April 1, 2020, as evidenced by the authorized signatures of the Parties, below

Prime Strategies, Inc.

Hays County, Texas



Michael J. Weaver, PE  
Principal

\_\_\_\_\_  
Ruben Becerra  
County Judge  
On behalf of Hays County

HNTB Corporation

ATTEST: \_\_\_\_\_  
Hays County Clerk



Michael Inabinet, PE  
Central U.S. President

Exhibit A

Professional Services Agreement  
Regarding

Hays County 2016 Road Bond Program

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of a contract with Prime Strategies, Inc. to provide General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program State Highway System projects.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 10, 2017	\$2,500,000.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	CONLEY

#### SUMMARY

The GEC would be responsible for managing the development and implementation of the 2016 Road Bond Program projects on the State Highway System, including preliminary engineering, environmental clearance, right-of-way determination and acquisition, utility relocation, construction engineering, and construction and construction management where appropriate. The GEC would also be responsible for coordination with the Texas Department of Transportation (TxDOT) and the Capital Area Metropolitan Planning Organization (CAMPO) on project scheduling, financing/funding, grant opportunities and other matters where appropriate. The GEC would also be responsible for consultant contract and work authorization management, and invoice processing, and would also provide on-going coordination with the County's Transportation Department.

FILED: OCTOBER 10, 2017  
HAYS COUNTY COMMISSIONERS' COURT  
Resolution # 32945

## **AGREEMENT FOR ENGINEERING SERVICES**

(General Engineering Consultant (GEC) -  
Program Management, Planning, Design and Construction  
Management/Inspection Services)

**THIS AGREEMENT FOR ENGINEERING SERVICES** ("Agreement") is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Prime Strategies, Inc. ("PSI"), whose offices are located at Prime Strategies, Inc., 1508 South Lamar Blvd., Austin, Texas 78704, and such Agreement is for the purposes set forth herein below.

### **RECITALS:**

**WHEREAS**, County intends to construct various road and drainage projects as a part of the 2016 Road Bond Program (the "Project"); and,

**WHEREAS**, County requires certain General Engineering Consultant (GEC) - Program Management, Planning, Design and Construction Management/Inspection Services for the 2016 Road Bond Program road and drainage projects in connection with the Project; and,

**WHEREAS**, PSI is prepared to provide the above mentioned services.

### **NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

### **ARTICLE 1 - EFFECTIVE DATE AND TERM**

The effective date of this Agreement shall be October 2, 2017. PSI is expected to complete the Services described herein in accordance with the Work Authorizations described herein below. If PSI does not perform the Services in accordance with each applicable Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Work Authorization.

### **ARTICLE 2 -WORK AUTHORIZATIONS**

County will prepare and issue Work Authorizations to authorize PSI to perform one or more tasks of the Services in relation to a particular assignment. For each particular assignment, Work Authorizations shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached **Exhibit A**. Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work

Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for a Work Authorization shall be supported by the estimated cost of the Services as described in the Work Authorization. The Work Authorization will not waive PSI's responsibilities and obligations established in this Agreement.

### **ARTICLE 3 - SCOPE OF SERVICES**

The Scope of Services that PSI shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment shall be specifically described in Section A (Scope of Services) of each Work Authorization.

### **ARTICLE 4 - SCHEDULE**

PSI shall exercise its reasonable efforts to perform the Services of an applicable Work Authorization within the time frame set forth in Section B (Schedule) of each Work Authorization; provided, however, PSI understands and agrees that time is of the essence and that any failure of PSI to complete the Services within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Agreement. PSI shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Work Authorization. PSI shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the PSI's standard of performance as defined herein. Where damage is caused to County due to PSI's negligent failure to perform, County may accordingly withhold, to the extent of such damage, PSI's payments hereunder without waiver of any of County's additional legal rights or remedies. However, PSI shall not be liable for damage that is caused to County due to no fault of PSI and time for PSI's performance may be extended by County.

### **ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT**

**A.** County shall pay and PSI agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. The Compensation Cap for this contract is \$2.5 million. Section C (Compensation) of each Work Authorization shall set forth the compensation to be paid to PSI for that particular assignment. .

**B.** PSI shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Hays County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Hays County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to PSI without mark-up.

**C.** Payments to PSI shall be made while Services are in progress. PSI shall prepare and submit to the Hays County Auditor, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Hays County Auditor. Simultaneous with submission of such progress report, PSI shall prepare and submit one (1) original of a certified invoice in a form acceptable to the County Auditor. All invoices submitted to



the Hays County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. PSI has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization were completed. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve PSI of the responsibility of correcting any errors and/or omissions resulting from its negligence.

**D.** County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Hays County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by PSI, the Hays County Auditor shall notify PSI of the error not later than the twenty first (21<sup>st</sup>) day after the date the Hays County Auditor receives the invoice. If the error is resolved in favor of PSI, PSI shall be entitled to receive interest on the unpaid balance of the invoice submitted by PSI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, PSI shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

## **ARTICLE 6 - COUNTY'S RESPONSIBILITIES**

**A.** County shall be responsible for all matters described in Section D (County's Responsibilities) of each Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of PSI:

- (1) Place at PSI's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by PSI to perform its Services.
- (2) Give prompt written notice to PSI whenever County becomes aware of any development that affects the scope or timing of PSI's Services, or any defect in the Services of PSI.
- (3) Advise PSI of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

**B.** County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to PSI. If County does not own the intellectual property

rights in such plans, documents or other materials, prior to providing same to PSI, County shall obtain a license or right to use, including the right to sublicense to PSI. County hereby grants PSI the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that PSI's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect PSI from any infringement claims arising from PSI's use of any plans, documents or other materials provided to PSI in the performance of its Services hereunder.

## **ARTICLE 7 - STANDARD OF CARE**

The standard of care for all professional engineering, consulting and related services performed or furnished by PSI and its employees under this Agreement will be the care and skill ordinarily used by members of PSI's profession practicing under the same or similar circumstances at the same time and in the same locality.

## **ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

**A.** EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, PSI HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF PSI IN CONDUCT OF THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY PSI AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF PSI. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, PSI SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT PSI'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM PSI IS NOT LEGALLY LIABLE, PSI'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

**B.** To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

**C.** The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

## **ARTICLE 9 - INSURANCE**

**A.** Coverage Limits. PSI, at PSI's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. HAYS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

**B.** Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and PSI and its insurer(s) waive their rights of subrogation against County.

**C.** Premiums and Deductible. PSI shall be responsible for payment of premiums for all of the insurance coverages required under this section. PSI further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which PSI is responsible hereunder, PSI shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in PSI's insurance must be declared and approved in writing by County in advance.

**D.** Commencement of Work. PSI shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, PSI shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of PSI hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**F. Certification of Coverage.** PSI shall furnish County with a certification of coverage issued by the insurer. PSI shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, PSI shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by PSI, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of PSI, PSI shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

PSI shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. PSI must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor  
c/o: Vickie G. Dorsett  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by PSI shall be borne solely by PSI, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit**

E herein entitled "Certificates of Insurance."

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

**A.** PSI shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to PSI, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to PSI in a Work Authorization.

**B.** In the event the County requests PSI to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to PSI for review at least 15 days prior to the requested date of execution. PSI shall not be required to execute any certificates or documents that in any way would, in PSI's sole judgment, (a) increase PSI's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in PSI having to certify, guarantee or warrant the existence of conditions whose existence PSI cannot ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because PSI has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, PSI's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. PSI does not guarantee that proposals, bids, or actual Project costs will not vary from PSI's cost estimates or that actual schedules will not vary from PSI's projected schedules.

#### **ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS**

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "PSI's Work Products") prepared by PSI and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. PSI's Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to PSI.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, PSI hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in PSI's Work Products developed under this Agreement. Copies may be retained by PSI. PSI shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by PSI or anyone connected with PSI, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by PSI without cost to County.

Upon execution of this Agreement, PSI grants to County permission to reproduce PSI's Work

Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. PSI shall obtain similar permission from PSI's subcontractors/subconsultants consistent with this Agreement. If and upon the date PSI is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of PSI. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of PSI's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of PSI's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of PSI's Work Products shall be at County's sole risk and without liability to PSI and its engineers.

Prior to PSI providing to County any PSI's Work Products in electronic form or County providing to PSI any electronic data for incorporation into PSI's Work Products, County and PSI shall by separate written contract set forth the specific conditions governing the format of such PSI's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by PSI for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by PSI, the hardcopy shall prevail. Only printed copies of documents conveyed by PSI shall be relied upon.

PSI shall have no liability for changes made to PSI's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

#### **ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**A. Non-collusion.** PSI warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for PSI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** PSI must sign the Debarment Certification enclosed herewith as **Exhibit F**.

**C. Financial Interest Prohibited.** PSI covenants and represents that PSI, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## **ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION**

**A.** Violation of Agreement Terms/Breach. Violation of the terms of this Agreement or breach of contract by PSI shall be grounds for termination of this Agreement, and any increased costs arising from PSI's default, breach of contract, or violation of this Agreement's terms shall be paid by PSI.

**B.** Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to PSI, as a consequence of failure by PSI to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of PSI, upon not less than thirty (30) days' written notice to PSI.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to PSI. In determining the value of the Services performed by PSI prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If PSI defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of PSI, then County shall give consideration to the actual costs incurred by PSI in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of PSI to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, PSI shall be liable to County for any additional and reasonable costs incurred by County.

PSI shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by PSI in support of the Services under this Agreement.

**C.** Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to PSI. PSI shall suspend performance of the Services on a schedule acceptable to County, and County shall pay PSI for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to PSI's

compensation and the Project schedule.

**D.** The provisions of this Article shall also apply to each individual Work Authorization, separate and apart from any other Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

**A.** Neither County nor PSI shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or PSI under this Agreement or any Work Authorization. PSI shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

**B.** Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 16 - PROJECT TEAM**

County's Designated Representative for purposes of this Agreement is as follows:

Judge Bert Cobb, MD  
% Lon A. Shell, Chief of Staff  
Hays County  
111 E. San Antonio Street, Suite 300  
San Marcos, Texas 78666

County shall have the right, from time to time, to change the County's Designated Representative by giving PSI written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify PSI in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Work Authorization, an executed Supplemental Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Hays County Commissioners Court.



PSI's Designated Representative for purposes of this Agreement is as follows:

Prime Strategies, Inc.  
Attn: Michael Weaver  
1508 South Lamar Blvd.  
Austin, Texas 78704

PSI shall have the right, from time to time, to change PSI's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by PSI under this Agreement, PSI's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by PSI's Designated Representative on behalf of PSI shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by PSI's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by PSI's Designated Representative shall be binding on PSI. PSI's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and amendments of this Agreement on behalf of PSI.

#### **ARTICLE 17 - NOTICES**

**A.** Any notice required by this Agreement shall be made in writing to the address specified below:

**County:** Hays County Judge  
111 E. San Antonio Street, Suite 300  
San Marcos, Texas 78666

With copy to: Lon A. Shell  
Chief of Staff – Hays County  
111 E. San Antonio Street, Suite 300  
San Marcos, Texas 78666

and to: Hays County Office of General Counsel  
Attn: Mark Kennedy  
111 E. San Antonio Street, Suite 202  
San Marcos, Texas 78666

and to: Hays County Auditor  
Attn: Vickie G. Dorsette  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

**PSI:** Prime Strategies, Inc.  
Attn: Michael Weaver  
1508 South Lamar Blvd.  
Austin, Texas 78704

**B.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and PSI.

## **ARTICLE 18 - DISPUTES**

**A.** In the event of a dispute between County and PSI arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

**B.** If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

**C.** During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

## **ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY**

**A.** During the performance of this Agreement and to the extent the Project is a federally funded project, PSI, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. PSI shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. PSI, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. PSI shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by PSI for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by PSI of PSI's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** PSI shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information PSI shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of PSI's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to PSI under the contract until PSI complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions.** PSI shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. PSI shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, PSI may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, PSI may request the United States to enter into such litigation to protect the interests of the United States.

**B.** PSI hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. PSI affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is PSI's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

**C.** PSI further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

## **ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. TxDOT Bridge Design Manual - LRFD, latest edition
9. TxDOT Geotechnical Manual, latest edition

## **ARTICLE 21 - GENERAL PROVISIONS**

**A. Waiver.** A waiver by either County or PSI of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**B. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**C. Successors and Assigns.** County and PSI each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**D. Assignment.** Neither County nor PSI shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, PSI may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will

release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent PSI from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

**E. No Third Party Rights.** The Services provided for in this Agreement are for the sole use and benefit of County and PSI. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and PSI.

**F. Venue And Governing Law.** This Agreement shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**G. Accounting Records.** PSI agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. PSI agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PSI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PSI further agrees that County shall have access during normal working hours to all necessary PSI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give PSI reasonable advance notice of intended audits.

**H. Personnel, Equipment And Material.** PSI shall furnish and maintain, at its own expense, quarters for the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of PSI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of PSI who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. PSI certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement, or will obtain such personnel from sources other than County. PSI may not change the Project Manager without prior written consent of County.

**I. Reports of Accidents.** Within 24 hours after PSI becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of PSI), whether or not it results from or involves any action or failure to act by PSI or any employee or agent of PSI and which arises in any manner from the performance of this Agreement, PSI shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. PSI shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon PSI, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from PSI's performance of work under this Agreement.

**J. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**K. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

**L. Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**M. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**N. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**O. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

**P. Meaning of Day.** For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

## **ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS**

This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

**ARTICLE 23 – EXEMPTIONS FROM REQUIREMENTS FROM TEXAS LOCAL GOVERNMENT CODE**

The Hays County Commissioners Court, by authorizing execution of this Professional Service Agreement, grants an exemption from the requirement of §262.023 of the Texas Local Government Code (TLGC), as provided by TLGC §262.024(a)(4).

**SIGNATORY WARRANTY**

The undersigned signatory for PSI hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has PSI, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

**COUNTY**

HAYS COUNTY, TEXAS

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

Bert Cobb, MD, County Judge

Date: Oct. 11, 2017

**PRIME STRATEGIES, INC.**

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

Printed Name: Michael J. Weaver

Title: Principal

Date: October 3, 2017

## **Exhibit A - Sample Work Authorization**

### **WORK AUTHORIZATION NUMBER \_\_\_\_\_**

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning & Design Services), dated \_\_\_\_\_, 20\_\_\_\_ (the Agreement), between Hays County, Texas (County) and Prime Strategies, Inc. (PSI). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*[Insert a brief description of the Project elements to which the Work Authorization applies]*

#### **Section A. - Scope of Services**

A.1. PSI shall perform the following Services:

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

#### **Section B. – Applicable Period and Schedule**

This Work Authorization shall be effective as of \_\_\_\_\_ and continue until \_\_\_\_\_, 20\_\_\_\_. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$\_\_\_\_\_, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.



**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

IN WITNESS WHEREOF, the County and PSI have executed this Work Authorization.

Hays County, Texas  
(County)

By: Debbie Ingalsbe  
on behalf of Hays County

Name: Debbie Ingalsbe

Title: Co. Commissioner

Date: October 10, 2017

Prime Strategies, Inc.  
(PSI)

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

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

## **EXHIBIT B**

### **SCOPE OF SERVICES TO BE PROVIDED BY PSI**

The services to be performed by PSI under this Agreement shall consist of providing management services required to initiate and monitor production of contract documents for the projects in the 2016 Road Bond Program.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Hays County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Hays County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements between Hays County and other entities for designed "partnering" projects.

11. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for Road Bond projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County Road Bond projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
21. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects identified in the Long Range Transportation Plan. Monitor City activities, schedules, and invoices as necessary.
22. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of Road Bond projects. Including:
  - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.

- b) Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
  - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
  - d) Maintain Bond Program Standard Procedures Manual.
  - e) Maintain Bond Program Standard Forms.
  - f) Maintain Bond Program Engineering Design Criteria.
  - g) Maintain Bond Program Plan Preparation Criteria.
  - h) Maintain Bond Program Standards for CADD and CADD procedures.
  - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
  - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
  - k) Review existing Hays County Bid Package Documents and revise, as necessary.
23. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
24. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
25. Manage and oversee design and survey firm activities, including but not limited to:
- a) Aerial photography
  - b) Benchmark and project control data
  - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
26. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
- a) Review scope of work for each road project.
  - b) Review reasonableness of engineering fee estimate for each project.
  - c) Assist Client in negotiation of contracts with selected firms.
  - d) Conduct kick-off meeting with project firm/team.
  - e) Review QA/QC plans submitted by design firms for conformance with County requirements.
  - f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
  - g) Review invoices, as requested.
  - h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
  - i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike

- Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
27. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.
28. Provide bid phase and construction phase services including, but not limited to:
- a) Coordinate the preparation of the bid documents.
  - b) Facilitate the pre-bid conference.
  - c) Coordinate and approve the preparation and distribution of addenda.
  - d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
  - e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
  - f) Coordinate the preparation of the contract documents.
  - g) Facilitate the pre-construction conference.
  - h) Prepare and issue project documentation throughout the duration of the project.
  - i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
  - j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
  - k) Review and evaluate contractor's construction schedule.
  - l) Receive and process submittals.
  - m) Attend weekly construction progress meetings and prepare and issue construction update reports.
  - n) Prepare and issue traffic control notifications to affected entities.
  - o) Perform and document traffic control and SW3P inspections.
  - p) Receive and review QC test results, and oversee the independent testing firms.
  - q) Assist the county in documentation of the DBE program.
  - r) Prepare and process RFIs and Change Orders when necessary.
  - s) Review and approve monthly construction pay applications.
  - t) Negotiate Change Orders and claims, as needed.
  - u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
  - v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.
29. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

## **GENERAL MONTHLY ACTIVITIES**

The following is a summary of general monthly activities and work tasks.

### **PROGRAM ADMINISTRATION**

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County Road Bond Construction Projects

### **PROGRAM MANAGEMENT**

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the Road Bond projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and Corridor Management Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and Road Bond work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update Road Bond project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Road Bond Website;
- Meetings/Phone Calls/E-Mails with the Road Bond Management Team

### **ROAD BOND PROJECTS**

- Meet with Commissioners on Specific Road Bond projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific Road Bond projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;

- Meetings with utility providers, coordination and preparation for utility relocation services on individual Road Bond projects;
- Meetings with environmental consultants on specific Road Bond projects.

COPY

## EXHIBIT C

### RATE SCHEDULE

Classification	Hourly Billing Rate
Principal	\$299.66
Senior Engineer	\$289.14
Project Manager	\$157.71
Planner	\$131.43
Administrative Support	\$105.41

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". PSI must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If PSI fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives PSI's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



**Exhibit E**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**

COPY

**Exhibit F**

**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§  
§

**COUNTY OF HAYS §**

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Prime Strategies, Inc. and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**Prime Strategies, Inc.**

  
\_\_\_\_\_  
Signature of Certifying Official

**MICHAEL WEAVER**  
\_\_\_\_\_  
Printed Name of Certifying Official

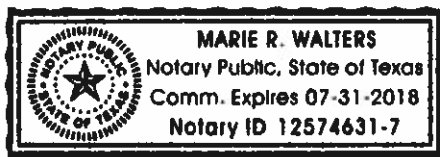
**President**  
\_\_\_\_\_  
Title of Certifying Official

**October 3, 2017**  
\_\_\_\_\_  
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michael Weaver  
the President of Prime Strategies, Inc., on behalf of said  
firm.



Marie R. Walters  
Notary Public in and for the  
State of Texas

My commission expires: 07/31/2018

COPY

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-268210

Date Filed:  
10/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Prime Strategies, Inc.  
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A by TLGC Â\$262.024(a)(4)

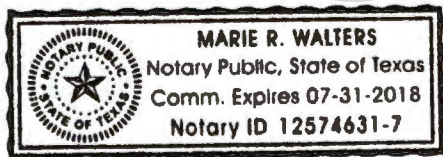
General Engineering Consultant (GEC) - Program Management, Planning, Design and Construction Management/Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reed, Ralph	Austin, TX United States	X	
	Weaver, Michael	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael J. Weaver, this the 3rd day of October, 2017, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Marie R. Walters  
Printed name of officer administering oath

Planner  
Title of officer administering oath

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a Letter of Agreement between Hays County, Prime Strategies, Inc. (PSI) and HNTB Corporation (HNTB) assigning terms and conditions of Professional Services agreement between Hays County and PSI for the Hays County Pass Through Financing Program to HNTB and grant an exemption pursuant to Texas Local Government Code, Section 262.024(a)(4).

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

No additional impact

#### LINE ITEM NUMBER

Fund 033 Pass Through Road Bond Fund

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

BORCHERDING

#### SPONSOR

JONES

#### CO-SPONSOR

SHELL

#### SUMMARY

See the attached letter from Michael Weaver and Michael Inabinet.

**LETTER AGREEMENT ASSIGNING**  
**PROFESSIONAL SERVICES AGREEMENTS**  
**BETWEEN HAYS COUNTY AND PRIME STRATEGIES, INC.**

This Letter Agreement Assigning Professional Services Agreements between Hays County and Prime Strategies, Inc. is hereby made effective this 31<sup>st</sup> day of March 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), Prime Strategies, Inc. ("PSI"), and HNTB Corporation ("HNTB"). The above-cited parties are collectively referred to as "the Parties to this Agreement" or "**the Parties.**"

**WHEREAS**, on or about September 18, 2006, the County and PSI executed a Professional Services Agreement related to the Hays County Pass Through Financing Program, an agreement which is attached hereto as Exhibit A and incorporated herein for all purposes;

**WHEREAS**, the County wishes to complete engineering and design under the above-mentioned Professional Services Agreements using essentially the same personnel that has been providing work under PSI;

**NOW THEREFORE**, the Parties agree that the above-mentioned Professional Services Agreements are hereby assigned to HNTB Corporation, effective March 31, 2020, which shall have the rights and obligations of the "Engineer" and/or "Contractor" under the attached Agreement.

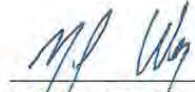
OTHER THAN THE TRANSFER OF CONTRACTUAL OBLIGATIONS FROM PSI TO HNTB, THE TERMS AND CONDITIONS OF EACH OF THE AGREEMENTS SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

This Letter Agreement Assigning Professional Services Agreement between Hays County and Prime Strategies, Inc. is hereby executed this \_\_\_\_ day of \_\_\_\_\_ 2020, to be Effective April 1, 2020, as evidenced by the authorized signatures of the Parties, below

Prime Strategies, Inc.

Hays County, Texas

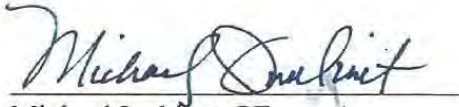


\_\_\_\_\_  
Michael J. Weaver, PE  
Principal

\_\_\_\_\_  
Ruben Becerra  
County Judge  
On behalf of Hays County

HNTB Corporation

ATTEST: \_\_\_\_\_  
Hays County Clerk



\_\_\_\_\_  
Michael Inabinet, PE  
Central U.S. President

Exhibit A

Professional Services Agreement  
Regarding

Hays County Pass Through Financing Program



# PRIME STRATEGIES, INC.

ORIGINAL

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME** Hays County Pass Through Financing – Program Management

**PROJECT NUMBER** HC-0300

**CLIENT** Hays County, Texas

**ADDRESS** County Judge Jim Powers  
Hays County Court House  
111 E. San Antonio Street  
Suite 300  
San Marcos, Texas 78666

(Client) hereby requests and authorizes Prime Strategies, Inc. (Contractor) to perform the following services:

**SCOPE:** See Attached Exhibit I

**COMPENSATION** to be on an hourly fee and material (expense) basis with a Not-to-Exceed Fee of \$(1,000,000.00).

Note 1: See Exhibit II

Note 2: See Exhibit III – PSI Hourly Rate Schedule

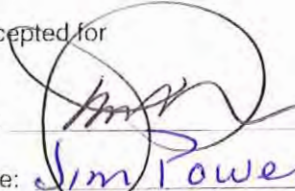
Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the back of this form.

Accepted for

By:

Title:

Date:


  
Jim Powers  
8-22-06

Approved for PRIME STRATEGIES, INC.

By: Michael Weaver

Title: Principle

Date:

  
8-17-06

## PROVISIONS

1. **AUTHORIZATION TO PROCEED**  
Signing this form shall be construed as authorization by CLIENT for Contractor to proceed with the work, unless otherwise provided for in the authorization.
2. **OUTSIDE SERVICES**  
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Contractor's administrative costs, as negotiated.
3. **PROFESSIONAL STANDARDS**  
Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of the work and materials furnished under this Authorization.
4. **TERMINATION**  
Either CLIENT or Contractor may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Contractor in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
5. **Venue Provision**  
In the event there is legal action, the venue will be Hays County.
6. **LEGAL EXPENSES**  
In the event legal action is brought by CLIENT or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
7. **PAYMENT TO Contractor**  
Monthly invoices will be submitted by Contractor for all work performed under the terms of this agreement, together with appropriate supporting documentation as may be required by the CLIENT. Contractor will be paid upon approval of the invoice.
8. **LIMITATION OF LIABILITY**  
Contractor's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
9. **ADDITIONAL SERVICES**  
Services in addition to those specified in Scope will be provided by Contractor if authorized in writing by CLIENT. Additional services will be paid for by CLIENT, as negotiated.
11. **ACCESS TO RECORDS**  
This agreement will be governed by the Texas Open Meetings Act.
12. **UTILIZATION OF WORK PRODUCT FOR MARKETING**  
CLIENT and all affiliated agents and successors in interest agree that Contractor may at Contractor's sole discretion use all work product developed under this contract for marketing purposes in any and all contexts in perpetuity unless Client and Contractor agree in writing otherwise.  
  
In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

\\SERVER04\Shared\Public\Strategic Data\TFC\attest\H-C-0275\Contract\PSI  
contract\PSI contractor agreement 08-16-06.doc

## EXHIBIT I

### SCOPE OF SERVICES

The services to be performed by the *Consultant* under the initial phase of this contract shall consist of providing program engineering management services required to initiate and monitor production of contract documents for the projects in the pass through financing program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

#### SECTION 1 – PROGRAM MANAGEMENT

- 1.1 Identify specific program activities and prepare pass through financing program organizational and management documents.
- 1.2 Meet with Commissioners and identify priority construction projects.
- 1.3 Develop cost estimates and implementation schedules for priority projects.
- 1.4 Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
- 1.5 Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
- 1.6 Request qualification statements from engineering firms for design services, and for other service providers, as necessary.
- 1.7 Pre-qualify firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
- 1.8 Assist the County's accounting consultants and the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the pass through financing program.
- 1.9 Develop standardized professional service and construction contracts for pass through financing program activities.
- 1.10 Coordinate County Commissioners and key construction management and construction personnel appearances and presentations to elected official, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chamber of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc. regarding the pass through financing program and projects.

PRIME  
STRATEGIES,  
INC.

1508 S. Lamar Blvd.

Austin, Texas 78704

Voice 512.445.7074

Fax 512.445.7064



- 1.11 Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting and production of materials and exhibits for the individual meetings.
- 1.12 Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for pass through financing projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
- 1.13 Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County pass through financing projects. Coordinating environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
- 1.14 Design, create, and erect all project signage for the pass through financing projects in the county.

## **SECTION 2 – ENGINEERING PROGRAM MANAGEMENT**

The **Consultant** shall provide management assistance to the Program Manager by performing the following activities:

- 2.1 Update, as necessary, standardized professional service contracts for engineering design services and construction observer activities.

The **Consultant** will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of the pass through financing projects, including:

### **Phase A Services – Engineering Oversight**

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the Pass Through Financing Program, including planning activities, design, right-of-way acquisition and construction phases./ Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, the Pass Through Financing project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of construction documents during the Work Authorization period, including:

- a) Review scope of work for each road project.
  - b) Review reasonableness of engineering fee estimate for each project.
  - c) Assist Client in negotiation of contracts with selected firms.
  - d) Conduct kick-off meeting with project firm/team.
  - e) Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
  - f) Review invoices.
  - g) Conduct a maximum of six (6) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
  - h) Oversee submission of plans to TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
  - i) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is complete.
- 6. Implement and maintain project database service to facilitate project management and coordination of design efforts.
  - 7. Coordinate with County Engineer and other County representatives during project development.
  - 8. Provide oversight for design consultants performing utility relocation design and coordination.
  - 9. Provide assistance to design engineers with bid phase services in preparation for construction, including, but not limited to:
    - a) Assist in preparing Bid Documents.
    - b) Assist in Advertisement of road project.
    - c) Prepare and distribute Addendums, as necessary.
    - d) Conduct a Pre-Bid meeting.
    - e) Conduct a tabulation and evaluation of bids and contractors.
    - f) Recommend a contract award.

**EXHIBIT II**  
**COMPENSATION FOR PROFESSIONAL SERVICES**  
**ACTUAL COST OF SERVICES METHOD**

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 1,000,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit III.
- 1.3 *Consultant* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the Consultant's invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

- 2.1 *Consultant* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit III to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Consultant* shall receive compensation for only those services actually rendered.

**SECTION 3 – WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue Work Authorizations to authorize the *Consultant* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Consultant*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Consultant's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Consultant* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Consultant* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not

PRIME  
STRATEGIES,  
INC.

1508 S. Lamar Blvd.

Austin, Texas 78704

Voice 512.445.7074

Fax 512.445.7064



relieve the *Consultant* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Consultant* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 – REQUIRED SUPPORTING DOCUMENTATION**

- 4.1 Upon submittal of the initial invoice for service, *Consultant* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 4.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 4.3 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Consultant*.

### EXHIBIT III

#### PRIME STRATEGIES, INC. HOURLY BILLING RATE SCHEDULE

Principal	\$200.00 - \$230.00
Senior Engineer/Senior Planner	\$190.00 - \$200.00
Project Manager/Planner	\$110.00 - \$140.00
Technical Support	\$85.00 - \$100.00
Administrative Support	\$65.00 - \$80.00

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#### REIMBURSABLE EXPENSES

Direct expenses shall be those costs incurred on behalf of the Client for project efforts, including but not limited to, necessary transportation costs including mileage at Prime Strategies, Inc.'s current rate (\$0.445/mile) when automobiles are used, meals and lodging, computer and printing service bureau charges, telephone, facsimile, delivery service, reproduction, and binding charges. Reimbursements for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Prime Strategies, Inc.







**OFFICE OF THE COUNTY AUDITOR**

111 E. San Antonio Street, Suite 100  
San Marcos, Texas 78666

**Bill Herzog, CPA**  
*County Auditor*  
bherzog@co.hays.tx.us

512-393-2283  
Fax: 512-393-2279  
www.co.hays.tx.us

**Marisol Villarreal-Alonzo, CPA**  
*Assistant County Auditor*  
marisol.alonzo@co.hays.tx.us

September 6, 2006

Michael Weaver  
Prime Strategies, Inc.  
1508 S. Lamar Blvd.  
Austin, TX 78704

Dear Mr. Weaver,

Enclosed please find the executed Professional Services Agreement relating to the Hays County Pass Through Financing Program for your files.

Please contact our office if you have any questions or need additional information.

Sincerely,

Bill Herzog, CPA  
Hays County Auditor

BH/vgw

enclosures

cc: LaMarr Petersen, Contract Administrator

**WORK AUTHORIZATION NO. 1**

**ORIGINAL**

This Work Authorization is made pursuant to the terms and conditions of **Section 3 – Work Authorizations of Exhibit II** to the **Authorization for Professional Services** between Hays County (Client) and Prime Strategies, Inc. (Consultant), dated August 22, 2006.

**Part I.** The Consultant will perform the services relating to the Hays County Pass Through Financing Program as described and attached as Exhibit A – Scope of Services.

**Part II.** The maximum amount payable for services under this Work Authorization No. 1 is as follows:

Section 1 – Program Management	
Hourly fee and expenses not to exceed	\$80,000.00
Section 2 – Engineering Program Management	
Hourly fee and expenses not to exceed	\$60,000.00
Section 3 – Public Involvement Program	
Hourly fee and expenses not to exceed	\$30,000.00

These fees are based upon the fees set forth in **Exhibit II Compensation for Professional Services** of the **Authorization for Professional Services**, which is attached and made part of this Work Authorization.

**Part III.** Payment to the Contractor for the service established under this Work Authorization shall be made in accordance with Provision 7 of the Authorization for Professional Services.

**Part IV.** This Work Authorization shall become effective on September 13, 2006, and shall terminate on January 31, 2007, unless extended by a supplemental Work Authorization as provided in **Section 3 of Exhibit II Compensation for Professional Services** of the **Authorization for Professional Services**.

**Part V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Authorization for Professional Services.

Contract No. \_\_\_\_\_  
Hays County Pass Through Financing Program

In witness whereof, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE CONSULTANT:** Prime Strategies, Inc.

Signature

Date 09-13-06

Michael S. Weaver, Principal  
Typed/Printed Name and Title

**THE CLIENT:** Hays County

Signature

Date 10-17-06

Jim Powers, Hays County Judge  
Typed/Printed Name and Title

#### LIST OF EXHIBITS

Exhibit A – Scope of Services

## **EXHIBIT A - SCOPE OF SERVICES**

The services to be performed by Prime Strategies, Inc. under this Work Authorization No. 1 shall consist of the following program management services in support of the Hays County Pass Through Financing Program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

### **SECTION 1 – PROGRAM MANAGEMENT**

1. Identify specific program activities and prepare pass through financing program organizational and management documents.
2. Meet with Commissioners and identify priority construction projects.
3. Develop cost estimates and implementation schedules for priority projects.
4. Coordinate and schedule two (2) worksessions with the County and the County financial advisor to review County bond financing issues and identified Pass Through Financing program priority projects.
5. Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
6. Assist County Departments and the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the pass through financing program.
7. Develop and update, as necessary, standardized professional service and construction contracts for pass through financing program activities.
8. Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for pass through financing projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.

## **SECTION 2 – ENGINEERING PROGRAM MANAGEMENT**

The *Consultant* will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of the pass through financing projects, including:

### **Phase A Services – Engineering Oversight**

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the Pass Through Financing Program, including planning activities, design, right-of-way acquisition and construction phases. Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, the Pass Through Financing project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of design and construction documents during the Work Authorization period, including:
  - a. Review scope of work for each road project.
  - b. Review reasonableness of engineering fee estimate for each project.
  - c. Assist Client in negotiation of contracts with selected firms.
  - d. Conduct kick-off meeting with project firm/team.
  - e. Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
  - f. Review invoices.
  - g. Conduct a maximum of two (2) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
  - h. Oversee submission of plans to TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
  - i. Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is complete.
6. Coordinate with County Engineer and other County representatives during project development.

**SECTION 3 – PUBLIC INVOLVEMENT PROGRAM**

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

1. Develop, with input provided by County Departments, stakeholder contact database to include, at a minimum:
  - a. Local, State and Federal elected officials
  - b. City Managers
  - c. Project property owners, as identified by design and/or right-of-way consultants
  - d. Police, Sheriff, Fire, EMS representatives
  - e. School Districts
  - f. Utility providers
2. Provide direction to Hays County in its development and maintenance of a Pass Through Financing program website. Consultant may provide content as needed.
3. Develop program newsletters for distribution to the stakeholder database on an average frequency of every six (6) months to provide program development and status information and to commemorate project milestones.
4. Develop and seek to place periodic update stories for high-profile Pass Through Financing projects in newspaper columns such as “Getting There” in the Austin American Statesman, as well as in local Hays County/community and Spanish-language papers to provide proactive opportunities for communication.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a Letter of Agreement between Hays County, Prime Strategies, Inc. (PSI) and HNTB Corporation (HNTB) assigning terms and conditions of Professional Services Agreement between Hays County and PSI for Program Management for the TxDOT Partnership Program to HNTB and grant an exemption pursuant to Texas Local Government Code, Section 262.024(a)(4).

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

No additional impact

#### LINE ITEM NUMBER

Fund 033 Pass Through Road Bond Fund

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

JONES

SHELL

#### SUMMARY

See the attached letter from Michael Weaver and Michael Inabinet.

**LETTER AGREEMENT ASSIGNING**  
**PROFESSIONAL SERVICES AGREEMENTS**  
**BETWEEN HAYS COUNTY AND PRIME STRATEGIES, INC.**

This Letter Agreement Assigning Professional Services Agreements between Hays County and Prime Strategies, Inc. is hereby made effective this 31<sup>st</sup> day of March 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), Prime Strategies, Inc. ("PSI"), and HNTB Corporation ("HNTB"). The above-cited parties are collectively referred to as "the Parties to this Agreement" or "**the Parties.**"

**WHEREAS**, on or about July 23, 2013, the County and PSI executed a Professional Services Agreement related to the Program Management for the TxDOT Partnership Program, an agreement which is attached hereto as Exhibit A and incorporated herein for all purposes;

**WHEREAS**, the County wishes to complete engineering and design under the above-mentioned Professional Services Agreements using essentially the same personnel that has been providing work under PSI;

**NOW THEREFORE**, the Parties agree that the above-mentioned Professional Services Agreements are hereby assigned to HNTB Corporation, effective March 31, 2020, which shall have the rights and obligations of the "Engineer" and/or "Contractor" under the attached Agreement.

OTHER THAN THE TRANSFER OF CONTRACTUAL OBLIGATIONS FROM PSI TO HNTB, THE TERMS AND CONDITIONS OF EACH OF THE AGREEMENTS SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.


(SIGNATURES FOLLOW ON THE NEXT PAGE)



This Letter Agreement Assigning Professional Services Agreement between Hays County and Prime Strategies, Inc. is hereby executed this \_\_\_\_ day of \_\_\_\_\_ 2020, to be Effective April 1, 2020, as evidenced by the authorized signatures of the Parties, below

Prime Strategies, Inc.

Hays County, Texas

  
\_\_\_\_\_  
Michael J. Weaver, PE  
Principal

\_\_\_\_\_  
Ruben Becerra  
County Judge  
On behalf of Hays County

HNTB Corporation

ATTEST: \_\_\_\_\_  
Hays County Clerk


  
\_\_\_\_\_  
Michael Inabinet, PE  
Central U.S. President

Exhibit A

Professional Services Agreement  
Regarding

Hays County TxDOT Partnership Program

12

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a contract with Prime Strategies, Inc. for professional program management services for the TxDOT/Hays County Partnership Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 23, 2012	\$250,000.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	CONLEY	INGALSBE

#### SUMMARY

Please refer to memo.

07 23 13

FILED:

HAYS COUNTY COMMISSIONERS' COURT

79 Resolution # 29170 VOL V PG 197

# Memo

**To:** Hays County Commissioners Court  
**From:** Michael J. Weaver  
**Date:** 7/15/2013  
**Re:** Proposed Project Management Contract – TxDOT/Hays County Partnership Program

---

As you are aware Prime Strategies, Inc. has been assisting the County over the last six months with developing and implementing the TxDOT/Hays County Partnership Program. During that time we have been in numerous meetings with the TxDOT Administration and TxDOT Austin District regarding the details of the County's proposal.

This morning the Texas Transportation Commissioner (TTC) unanimously approved an amendment to the FY2013 Unified Transportation Plan allocating TxDOT funding for the Partnership. We anticipate additional TTC action on the first reading of the State Infrastructure Bank (SIB) application in July and final approval of that funding commitment later this year.

In the meantime PSI has helped the County secure engineering design and support services for the 3 segments of FM 110. That work is well underway. We have helped secure approval of design contracts for FM 2001 and the Buda Truck Bypass. That work is on hold pending the Courts approval to issue a Notice to Proceed (NTP) for that work.

And, as mentioned above we have spent a lot of time with the County Auditor, Mark Kennedy, and Dan Wegmiller with preparing and processing the SIB application. There is still a lot of work left to do to negotiate the final terms.

I have attached a professional service agreement for PSI to provide program management services to Hays County for the implementation of the TxDOT/Hays County Partnership Program. This is a very similar agreement to the one PSI currently has with the County to manage the Pass-Through Finance Program. And while the Scope of Services would encompass implementation of the entire program this initial budget and contract term only covers the next 3 to 4 month. Once all of the funding pieces are in place and the necessary TxDOT agreements approved, PSI could bring back to Court a Supplemental Agreement with multi-year budgets to manage the implementation of the entire program. This is the format we have used with the Commissioners Court and County Auditors for the PSI Pass-Through Finance Program management contract.

If you have any questions regarding our contract or scope of work please let me know.

ATTACHMENT: Professional Services Agreement w/Exhibits



# PRIME STRATEGIES, INC.

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME** Hays County TxDOT Partnership Program – Program Management

**PROJECT NUMBER** HC-0417

**CLIENT** Hays County, Texas

**ADDRESS** County Judge Bert Cobb, M.D.  
Hays County Court House  
111 E. San Antonio Street  
Suite 300  
San Marcos, Texas 78666

(Client) hereby requests and authorizes Prime Strategies, Inc. (Contractor) to perform the following services:

**SCOPE:** See Attached Exhibit I

**COMPENSATION** to be on an hourly fee and material (expense) basis with a Not-to-Exceed Fee of \$(250,000.00 ).

Note 1: See Exhibit II

Note 2: See Exhibit III – PSI Hourly Rate Schedule

Note 3: This Agreement covers the Period July 1, 2013 to October 31, 2013

Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the back of this form.

Accepted for

Approved for **PRIME STRATEGIES, INC.**

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

By: Michael Weaver

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

Title: Principal

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

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

## PROVISIONS

**1. AUTHORIZATION TO PROCEED**

Signing this form shall be construed as authorization by CLIENT for Contractor to proceed with the work, unless otherwise provided for in the authorization.

**2. OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Contractor's administrative costs, as negotiated.

**3. PROFESSIONAL STANDARDS**

Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of the work and materials furnished under this Authorization.

**4. TERMINATION**

Either CLIENT or Contractor may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Contractor in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

**5. Venue Provision**

In the event there is legal action, the venue will be Hays County.

**6. LEGAL EXPENSES**

In the event legal action is brought by CLIENT or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

**7. PAYMENT TO Contractor**

Monthly invoices will be submitted by Contractor for all work performed under the terms of this agreement, together with appropriate supporting documentation as may be required by the CLIENT. Contractor will be paid upon approval of the invoice.

**8. LIMITATION OF LIABILITY**

Contractor's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

**9. ADDITIONAL SERVICES**

Services in addition to those specified in Scope will be provided by Contractor if authorized in writing by CLIENT. Additional services will be paid for by CLIENT, as negotiated.

**11. ACCESS TO RECORDS**

This agreement will be governed by the Texas Open Meetings Act.

**12. UTILIZATION OF WORK PRODUCT FOR MARKETING**

CLIENT and all affiliated agents and successors in interest agree that Contractor may at Contractor's sole discretion use all work product developed under this contract for marketing purposes in any and all contexts in perpetuity unless Client and Contractor agree in writing otherwise.

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

P:\Prime Strategies Data\Projects\HC-0417 HC-TxDOT Partnership Program  
PM\PSI contract\PSI contractor agreement\_07092013.doc



## EXHIBIT I

### SCOPE OF SERVICES

The services to be performed by the *Consultant* under the initial phase of this contract shall consist of providing program engineering management services required to initiate and monitor production of contract documents for the projects in the Hays County TxDOT Partnership Program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

#### SECTION 1 – PROGRAM MANAGEMENT

- 1.1 Identify specific program activities and prepare pass through financing program organizational and management documents.
- 1.2 Meet with Commissioners and implement priority partnership projects.
- 1.3 Develop cost estimates and implementation schedules for priority projects.
- 1.4 Work with the County financial advisor to determine project budgets.
- 1.5 Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
- 1.6 Request qualification statements from engineering firms for design services, and for other service providers, as necessary.
- 1.7 Assist the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the partnership program.
- 1.8 Assist the County Auditor and Financial Advisor in the development of a State Infrastructure Bank (SIB) application for FM 110. Activities include preparation of the document, coordination with TxDOT staff, and approvals by the Texas Transportation Commission.
- 1.9 Coordinate County Commissioners and key construction management and construction personnel appearances and presentations to elected official, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chamber of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc. regarding the TxDOT Hays County Partnership Program and specific projects.
- 1.10 Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting and production of materials and exhibits for the

individual meetings.

- 1.11 Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way as specified for projects in the Partnership Program. This would include providing preliminary cost estimates and a priority acquisition schedule.
- 1.12 Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for Partnership Projects. Coordinating environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
- 1.13 Design, create, and erect all project signage for the TxDOT Hays County Partnership projects in the county.

## **SECTION 2 – ENGINEERING PROGRAM MANAGEMENT**

The **Consultant** shall provide management assistance to the Program Manager by performing the following activities:

- 2.1 Update, as necessary, standardized professional service contracts for engineering design services and construction observer activities.

The **Consultant** will provide engineering program activities as necessary related to establishing the systems and procedures to implement the design and construction of the Partnership projects, including:

### **Phase A Services – Engineering Oversight**

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the TxDOT Hays County Partnership Program, including planning activities, design, right-of-way acquisition and construction phases./ Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of construction documents during the Work Authorization period, including:
  - a) Review scope of work for each road project.
  - b) Review reasonableness of engineering fee estimate for each project.
  - c) Assist Client in negotiation of contracts with selected firms.



- d) Conduct kick-off meeting with project firm/team.
  - e) Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
  - f) Review invoices.
  - g) Conduct a maximum of six (6) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
  - h) Oversee submission of plans to TxDOT, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
  - i) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is complete.
- 6. Implement and maintain project database service to facilitate project management and coordination of design efforts.
  - 7. Coordinate with County Engineer and other County representatives during project development.
  - 8. Provide oversight for design consultants performing utility relocation design and coordination.
  - 9. Provide assistance to design engineers with bid phase services, as identified in the TxDOT Hays County Partnership Program in preparation for construction, including, but not limited to:
    - a) Assist in preparing Bid Documents.
    - b) Assist in Advertisement of road project.
    - c) Prepare and distribute Addendums, as necessary.
    - d) Conduct a Pre-Bid meeting.
    - e) Conduct a tabulation and evaluation of bids and contractors.
    - f) Recommend a contract award.

## EXHIBIT II

### COMPENSATION FOR PROFESSIONAL SERVICES

#### ACTUAL COST OF SERVICES METHOD

##### SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 250,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit III.
- 1.3 *Consultant* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the Consultant's invoice cost.

##### SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Consultant* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit III to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Consultant* shall receive compensation for only those services actually rendered.

##### SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations to authorize the *Consultant* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Consultant*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Consultant's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Consultant* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Consultant* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not



relieve the *Consultant* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Consultant* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 – REQUIRED SUPPORTING DOCUMENTATION**

- 4.1 Upon submittal of the initial invoice for service, *Consultant* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 4.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 4.3 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Consultant*.

### **EXHIBIT III**

#### **PRIME STRATEGIES, INC. HOURLY BILLING RATE SCHEDULE**

Principal	\$285.00
Senior Engineer/Senior Planner	\$275.00
Project Manager/Planner	\$150.00
Technical Support	\$125.00
Administrative Support	\$100.00
Clerical	\$ 80.00

\*Hourly rates shall increase by 3% for the calendar year beginning January 1, 2014 and shall increase by 3% for each successive calendar year thereafter on January 1.\*\*

#### **REIMBURSABLE EXPENSES**

Direct expenses shall be those costs incurred on behalf of the Client for project efforts, including but not limited to, necessary transportation costs including mileage at current IRS approved rate when automobiles are used, airline travel when approved by the County, meals and lodging, computer and printing service bureau charges, telephone, facsimile, delivery service, reproduction, and binding charges. Reimbursements for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Prime Strategies, Inc.

\*\*\* provided that the consumer price index (CPI) for all workers or the equivalent, for the previous calendar year has not decreased.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute an agreement between Hays County and Plateau Land & Wildlife Management in the amount of \$3,188.24 for the renewal of the 2020 Annual Service Agreement.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	\$3,188.24

#### LINE ITEM NUMBER

150-812-97-413.5448

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

Under this agreement Plateau Land and Wildlife completes site monitoring, bird surveying, treats for invasive ant species, and prepare annual reports that must be submitted to the Hays County Central Appraisal District. Funding for this has been identified in the current FY20 budget.

Attachment:  
Plateau Land and Wildlife 2020 Service Agreement



P.O. Box 1251, Dripping Springs, TX 78620  
t. 512-894-3479 f. 512-858-2652

# Quotation for Services 2020 Service Agreement

Quote # PLWQ19606  
Date Mar 25, 2020  
ID # 768-000000001507768

## Sold To

### Invoice Hays County

Judge Ruben Becerra, Hays County  
111 E. San Antonio St, Ste. 300  
San Marcos, TX 78666

Dahlstrom Family LP

## Plateau Representative

Kameron Bain

## Terms

Initials	Qty	Code	Description	Unit Price	Extended Price
_____	1	ANRPR	Annual Report(2020)- Plateau prepares your Annual Report for your Central Appraisal District, detailing all the wildlife management activities performed on your property. Any supporting documentation including photos, receipts, census reports, or maps will be included with the report to completely document all activities.	\$495.00	\$495.00
_____	2	SMV	Site Monitoring Visit- Ecological Services Technicians will inspect, monitor, test functionality and make minor repairs of all Wildlife Management Products originally installed by Plateau. Technicians will thoroughly document findings while on-site. Notes and observations are recorded on filed log sheets. GIS data is confirmed or created as needed for map creation. Digital photographs are taken and stored for each activity monitored for use in Annual Reports. Base price starting at \$175 plus \$10 for each nest box.	\$365.00	\$730.00
_____	2	ORFA	Imported Red Fire Ant Treatment(IRFA)- Plateau Wildlife Services Technicians will treat areas of your property with a known Imported Red Fire Ant infestation or survey habitat where infestation is likely to occur. Once identified, an organic granule bait is used for each ant mound targeting only the invasive ant species. Plateau utilizes a naturally derived insecticide (spinosad) that disrupts the ants nervous system causing paralysis and rendering the mound unsubstantial.	\$300.00	\$600.00
_____	2	QR100	Quail System Re-Fill and Re-Charge (QS Equipped with 100 Gallon Tank)- A Plateau Wildlife Services Technician will attend to the two critical components of your Quail and Small Wildlife Station by filling the feed barrel with up to 100 lbs. of scratch and re-charging the 100 gallon tank of the rainwater collection system.	\$325.00	\$650.00
_____	1	SBBSR	Spring Breeding Bird Survey(2020)- A Spring Breeding Census will be performed during March 15 - June 30 to identify migratory and breeding birds on your property. This is a great opportunity to learn which birds are utilizing your property during the spring months. The information can be used to identify important breeding and nesting habitats, track population trends, and create management plans for year-round use.	\$550.00	\$550.00

Initials	Qty	Code	Description	Unit Price	Extended Price
	88	MILT	Technician Mileage	\$1.48	\$130.24
	44	MILS	Survey Mileage	\$0.75	\$33.00
	<b>Bill to: Hays County, 712 S. Stagecoach Trail, Ste. 1204, San Marcos, TX 7866</b> <b>Phone: 512-749-1155</b> <b>email: lisa.griffin@co.hays.tx.us</b>				
				<b>SubTotal</b>	\$3,188.24
				<b>Tax</b>	\$0.00
				<b>Total</b>	\$3,188.24
				<b>Payments (3)</b>	\$1,062.75

## Signature Page

PLEASE NOTE: All prices in this bid may be subject to change after 30 days from the date of this offer unless accepted. In the event of termination of the agreement or sale of the property, the landowner agrees to pay for all work performed up to termination date. If an outstanding balance is due, the total bid amount can continue to be billed monthly or paid in full at the termination of the agreement or sale of the property.

In the event of the sale of the property on which these services are being performed, it is the landowner's responsibility to contact Plateau Land & Wildlife Management, Inc. and provide the new landowner's (i.e. buyer's) contact information within 30 days of the sale of the property. Plateau Land & Wildlife Management, Inc. is under no obligation to continue the wildlife management practices on the property without the new landowner's contact information and their consent to enter the property.

Note: All fees are subject to annual re-negotiation. Plateau Land & Wildlife Management, Inc. offers no guarantee, expressed or implied, that County Appraisal Districts will continue to approve Wildlife Management Valuation.

Payment Schedule: Annual Agreements which total more than \$5,000 require a 20% deposit at the time of signing. Agreements will be billed in April, July and October unless other arrangements are made.

## Signatures:

\_\_\_\_\_  
Plateau Land & Wildlife Management, Inc. Date

\_\_\_\_\_  
Judge Ruben Becerra Date

To save time and paper and to provide the fastest service possible, we will deliver all invoices via email. If the email address listed below is not correct for billing or if you prefer to receive invoices by regular mail please let us know.

Landowner Email: lisa.griffin@co.hays.tx.us & tammy.crumley@co.hays.tx.us

**For Plateau Land & Wildlife Management, Inc. Internal Use**

**Prepared For:** Jack Dahlstrom Jr.  
**Property:** Howe Pasture - Public Access Proj  
**Number of Acres:** 380.0000  
**Phone:** \_\_\_\_\_  
**Subdivision:** \_\_\_\_\_  
**Email:** lisa.griffin@co.hays.tx.us  
**Legal Owner:** Dahlstrom Family LP

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**County:** Hays  
**Region:** Dripping Springs  
**Lot:** \_\_\_\_\_



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Sheriff's Office to accept a donation of \$200.00 and amend the budget accordingly.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

052.618.00]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Sheriff Gary Cutler

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The Sheriff's Office received a donation from Ms. Lynn E. Thompson of \$200.00. Ms. Thompson did not specify how she would like the donation to be used.

Budget Amendment:

Fund 052 - Sheriff Special Projects Fund:

Increase Contributions .4610

Increase Law Enforcement Supplies .5206

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment of \$522.80 to FEDEX for shipping fees where no purchase order was in place as per the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	\$522.80

#### LINE ITEM NUMBER

001-618-00.5212 Postage

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** NO      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Sheriff's Office is requesting payment to FedEx of \$522.80, where no purchase order was in place as per the County Purchasing Policy. The S.O. sent FARO (crime scene reconstruction) equipment to the vendor for routine maintenance, and due to the sensitivity of the equipment, set a declared value, therefore, generating additional fees and inadvertently pushed the invoice over \$500.00. Funding is available for payment to FedEx in the Sheriff's Office Postage general ledger.



Invoice Number	Invoice Date	Account Number	Page
6-969-13275	Mar 26, 2020	6507-7705-0	1 of 2

FedEx Tax ID: 71-0427007

**Billing Address:**

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

**Shipping Address:**

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

**Invoice Questions?**

**Contact FedEx Revenue Services**

Phone: 800.645.9424

M-F 7-5 (CST)

Internet: fedex.com/usgovt

**Invoice Summary**

**FedEx Ground Services**

Total Charges USD \$522.80

**TOTAL THIS INVOICE USD \$522.80**

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](https://fedex.com)

To ensure proper credit, please return  
this portion with your payment to FedEx.  
Please do not staple or fold.  
Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number
6-969-13275	USD \$522.80	6507-7705-0

**Remittance Advice**

**Your payment is due by May 10, 2020**

6969132759000052280565077705080000000000000005228050

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



FedEx  
P.O. Box 371461  
Pittsburgh PA 15250-7461



Invoice Number	Invoice Date	Account Number	Page
6-969-13275	Mar 26, 2020	6507-7705-0	2 of 2

## FedEx Ground Shipment Summary By Payor Type

### FedEx Ground Shipments (Original)

Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Total Charges
03/12	1	36	15.26	507.54		522.80
Ground-Prepaid Subtotal						\$522.80
<b>Total FedEx Ground</b>		<b>1</b>	<b>36</b>	<b>\$15.26</b>	<b>\$507.54</b>	<b>\$522.80</b>

**TOTAL THIS INVOICE USD \$522.80**

### FedEx Ground Prepaid Detail (Original)

<b>Ship Date:</b> Mar 12, 2020		<b>Cust. Ref.:</b> NO REFERENCE INFORMATION		<b>P.O.#:</b>	
<b>Payor:</b> Shipper		<b>Dept.#:</b>			
Tracking ID	777988153249	<b>Sender</b>	<b>Recipient</b>	Transportation Charge	15.26
Service Type	Adult Sign, Ppd	Renee Luna	RMA #01293767	Fuel Surcharge	1.49
Zone	07	Renee Luna	FARO	Declared Value	500.00
Packages	1	1303 Uhland Rd	290 NATIONAL RD	Adult Signature	6.05
Actual Weight	35.1 lbs	San Marcos TX 78666	DRIVE	<b>Total Charge</b>	<b>USD \$522.80</b>
Rated Weight	36 lbs		EXTON PA 19341-266590		
Declared Value	USD 50,000.00				
Delivered	Mar 17, 2020				
<b>Prepaid Subtotal</b>				<b>USD</b>	<b>\$522.80</b>
<b>Total FedEx Ground</b>				<b>USD</b>	<b>\$522.80</b>

### FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to [fedex.com](http://fedex.com) to sign up today!

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Accept \$10,000.00 in grant contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	N/A

#### LINE ITEM NUMBER

001-895-98-354]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

The Hays County Child Protective Board has received \$10,000 in grant funding (to be disbursed in two \$5k payments) from the Bonner Community Needs Grant utilizing the county federal tax identification number as authorized.

The 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 the following 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 governmental programs
- >Provide support for CPS case workers participation in professional training
- >Increase public awareness of child abuse

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve an Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services related to an increase in costs for housing and care of Hays County inmates.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	

#### LINE ITEM NUMBER

001-618-03.5361

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

#### SUMMARY

Burnet County is raising the cost to house overflow Hays County inmates. The rate will increase from \$45.00 per inmate per day to \$50.00 per inmate per day. All other terms of the Interlocal Agreement remain unchanged.

STATE OF TEXAS                   §  
  §  
COUNTY OF BURNET           §

**AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS  
COUNTY AND BURNET COUNTY FOR JAIL SERVICES**

The following is an amendment to the Inter-local Agreement previously entered by Hays County, herein also referred to as "**HAYS**," and Burnet County, herein also referred to as "**BURNET**," dated October 1, 2019. A signed copy of this agreement is hereby attached as **EXHIBIT A**. All terms and provisions of the agreement shall continue in full force and effect with the exception of the agreed upon modifications set herein below:

**WITNESSETH**

**WHEREAS**, **HAYS** and **BURNET** previously entered into an interlocal agreement that is authorized under TEXAS GOVERNMENT CODE, Chapter 791 which allows for local governments of the State to enter into contacts for governmental functions and services to increase efficiency and effectiveness and;

**WHEREAS**, the interlocal agreement previously entered into by the Parties is a consolidated effort for the housing and care of incarcerated inmates under the goal of increasing the effectiveness and efficiency of each party.

**NOW THEREFORE**, it is mutually agreed to modify the previously entered Interlocal Agreement as follows:

1. **ARTICLE III FINANCIAL PROVISIONS** shall be modified in regards to the housing of male or female inmates. The Per Diem Rate for the housing any inmate for detention services under the Agreement is fifty dollars (\$50.00) per inmate per day, subject to Article 1, Section 2 of the Interlocal Agreement. This rate for inmates covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. All other terms, conditions, requirements, or obligations of either party under the previously entered Interlocal Agreement which is hereto attached as **EXHIBIT A** shall continue in full force.

This Modification to the original Interlocal Agreement is signed by duly authorized representatives of both parties and approved by the Commissioner Court of the respective parties hereto.

**EXECUTION**

**In Testimony and Witness of which this Modification has been executed in duplicate originals as follows:**

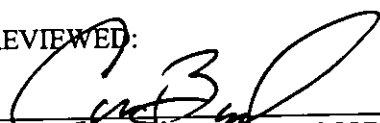
**BURNET COUNTY, TEXAS:**

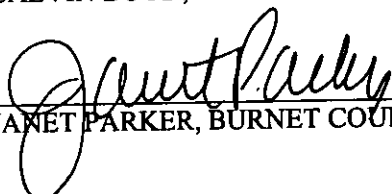
  
\_\_\_\_\_  
JAMES OAKELY, BURNET COUNTY JUDGE

ATTEST:

Date: 1-3-2020

REVIEWED:

  
\_\_\_\_\_  
CALVIN BOYD, BURNET COUNTY SHERIFF

  
\_\_\_\_\_  
JANET PARKER, BURNET COUNTY CLERK

\_\_\_\_\_ COUNTY, TEXAS:

\_\_\_\_\_  
NAME OF OFFICIAL, COUNTY JUDGE

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

\_\_\_\_\_  
NAME OF OFFICIAL, COUNTY SHERIFF



# Exhibit A

STATE OF TEXAS                   §  
   §  
COUNTY OF BURNET           §

## INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND BURNET COUNTY FOR JAIL SERVICES

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "BURNET," and HAYS County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "HAYS."

### WITNESSETH

**WHEREAS**, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

**WHEREAS**, BURNET and HAYS are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, BURNET and HAYS specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**NOW THEREFORE**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

### ARTICLE I TERM AND EFFECTIVE DATE

1. **TERM:** This Agreement shall be effective beginning **OCTOBER 1, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **HAYS** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.

3. **TERMINATION:**

- A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **HAYS** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **HAYS** inmates.

**ARTICLE II**  
**DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **HAYS** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **HAYS** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
  - A. Inmate must be at least 18 years of age;
  - B. Inmate must be of good general health; and
  - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
- 3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of **BURNET's** facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **HAYS** shall reimburse **BURNET** the amount spent for medical services of all **HAYS** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** HAYS COUNTY Sheriff or designee shall be informed of any HAYS inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). BURNET will assist HAYS to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. HAYS may elect to retake and return to HAYS physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides BURNET with the authority to arrange for the off-site provider to bill HAYS for the costs of hospitalization and/or medical care for any HAYS inmate. In the event direct billing is unavailable, HAYS shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** HAYS agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. HAYS shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. A copy of each inmate's record shall be returned to HAYS at the time each HAYS inmate is returned.
7. **MEDICAL INVOICES:** HAYS shall reimburse BURNET monthly for health care services and associated expenses for which HAYS is responsible under this section. BURNET shall provide HAYS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from HAYS, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by HAYS law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to HAYS upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** HAYS is solely responsible for the transportation of inmates between the BURNET County Jail and the HAYS Facility. BURNET agrees to provide ambulance and other transportation for HAYS inmates to and from local off-site medical facilities and will invoice HAYS in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** HAYS shall be responsible for the transportation of HAYS inmates to/from BURNET Jail. HAYS will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in HAYS County.
12. **TRANSPORTATION TO TDCJ:** HAYS is responsible for the transport of HAYS inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide HAYS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.



14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **HAYS** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **HAYS** provide such records to **HAYS** upon request.
17. **RETURN OF INMATES TO HAYS:** Upon demand by **HAYS**, **BURNET** will relinquish to **HAYS** physical custody of any inmate. Upon request by **BURNET**, **HAYS** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

### **ARTICLE III** **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is forty five dollars (\$45.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **HAYS**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **HAYS**. **HAYS** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

**BURNET COUNTY TREASURER**  
**133 E. Jackson Street**  
**Burnet, TX 78611**

### **ARTICLE IV** **ACCEPTANCE OF IMATES**

1. **COMPLIANCE WITH LAW:** **BURNET** warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing **HAYS** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **HAYS** inmates where the housing of said **HAYS** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **HAYS** inmates, or any specified number thereof, **HAYS** shall, upon notice by **BURNET** Sheriff to **HAYS** Sheriff, immediately remove said inmates from the facility. **HAYS** will make every effort to remove any inmate within eight (8) hours of notice from **BURNET**.

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. **BURNET** has adopted and complies with the standards of the Prison Rape Elimination Act. **BURNET** shall provide **HAYS** with access for contract monitoring as described in Section 15.12 (b) to ensure that **BURNET** is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **HAYS** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **HAYS** jail and pursuant to the custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION:** All inmates proposed by **HAYS** to be transferred to **BURNET's** facility under this Agreement must meet the eligibility requirement set forth above. **BURNET** reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at **BURNET's** facility, **BURNET** reserves the right to demand that **HAYS** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **HAYS**.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** **BURNET** reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to **BURNET** facility, and **HAYS** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **HAYS**. Likewise, if any **HAYS** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET's** facility in the opinion of **BURNET** Sheriff, **HAYS** will be requested to remove said inmate from **BURNET's** facility, and will do so, if reasonably possible, within eight (8) hours upon the request of **BURNET** Sheriff. Inmates may also be required to be removed from **BURNET's** facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** **BURNET** will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. **BURNET** will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of **HAYS**. It will be the responsibility of **HAYS** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **HAYS** only when such release is specifically requested in writing by **HAYS** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **HAYS** Jail shortly before the discharge date and for to discharge the inmate from the **HAYS** Jail. **HAYS** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **HAYS** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **HAYS** will be required to bond in **HAYS** County. **HAYS** County will then send **BURNET** a TTY stating that the inmate has been bonded and **HAYS** will transport back to their facility for release.



**ARTICLE V**  
**MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To BURNET:                   **BURNET COUNTY**  
James Oakley, County Judge  
220 S. Pierce Street  
Burnet, Texas 78611

Copy to:                      Sheriff Calvin Boyd  
P.O. Box 1249  
Burnet, Texas 78611

To HAYS:                     **HAYS COUNTY**  
Ruben Becerra, County Judge  
111 E. San Antonio St., Suite 300  
San Marcos, Texas 78666

Copy to:                      Sheriff Gary Cutler  
1307 Uhland Road  
San Marcos, Texas 78666

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

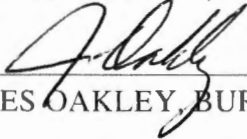
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

**ARTICLE VI**  
**EXECUTION**

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

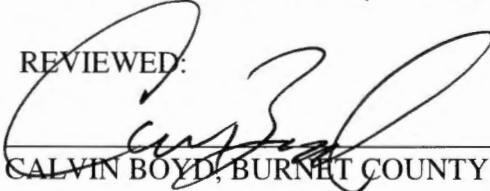
**BURNET COUNTY, TEXAS:**

  
\_\_\_\_\_  
JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19


REVIEWED:

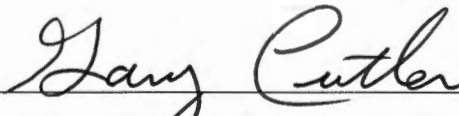
  
\_\_\_\_\_  
CALVIN BOYD, BURNET COUNTY SHERIFF

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

  
\_\_\_\_\_  
JANET PARKER, COUNTY CLERK

**HAYS COUNTY, TEXAS:**

  
\_\_\_\_\_  
RUBEN BECERRA, HAYS COUNTY JUDGE  
Date: 10-1-19

  
\_\_\_\_\_  
GARY CUTLER, HAYS COUNTY SHERIFF  
Date: 10/1/2019



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jenifer O'Kane

#### SPONSOR

BECERRA

#### CO-SPONSOR

#### SUMMARY



# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 3/1/2019 - 2/28/2020

Hon. Jenifer O'Kane  
Tax Assessor-Collector  
Hays County  
712 S Stagecoach Trl Ste 1120  
San Marcos, TX 78666

ID: [REDACTED]  
Phone: (512) 393-5545  
Fax: (512) 393-5547  
Enrolled Date: 03/01/2019

Date	Description	Earned Hours
05/24/2019	Ethics for County Tax Assessor-Collectors	2.00
05/24/2019	New Tax Assessor-Collector Orientation	2.00
06/09/2019	New Tax Assessor-Collector Orientation	0.00
06/13/2019	85th Annual Tax Assessor-Collectors Association Conference	18.75
06/26/2019	PTEC Course 28: Truth in Taxation	16.00
09/12/2019	Regional Meeting	3.00
09/17/2019	Title Fraud Training	2.00
11/14/2019	2019 VG Young School for Tax Assessor-Collectors	4.50
02/26/2020	TNT Overview	0.25
02/26/2020	TNT- Tax Rate Calculations for Taxing Units OTSD or Water Districts	0.75
02/26/2020	2018 TNT- Tax Rate Calculations for School Districts	0.50
02/26/2020	Local Government Relief for Disabled Veterans Exemption	0.25
02/26/2020	TNT- Notices and Hearings	0.50
02/26/2020	Appraisal District Board of Directors	1.25
02/26/2020	County Tax Assessor-Collector Duties	0.25
02/26/2020	Property Tax System Overview	1.00
02/26/2020	Where to find it in the Tax Code: Property Tax Administration	0.50
02/26/2020	2018 TNT- Rollback Elections	0.25
02/26/2020	2019 TNT- Water Districts	0.25

## Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 03/30/2020

For questions regarding CE hours, please contact the TACA Education Director at [education@tacaofexas.org](mailto:education@tacaofexas.org).



# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 3/1/2019 - 2/28/2020

02/26/2020	Where to Find it in the Tax Code: Property Tax Assessment and Collection	0.50
02/28/2020	CPTAD Webinar: Texas Property Tax Exemptions	1.00
02/28/2020	CPTAD Webinar: Tax Payer Liaison Officer Duties and Responsibilities	0.25
02/28/2020	CPTAD Webinar: Present your case at an ARB hearing- A homeowner's guide	0.50
02/28/2020	CPTAD Webinar: Wildlife Management	0.50
02/28/2020	Texas State Library and Archives Commission Webinar: Records Retention 101 for Local Governments	1.00
02/28/2020	CPTAD Webinar: Basics of the PVS and How to Read Your Results	1.50
02/28/2020	CPTAD Webinar: Where to Find it in the Tax Code - Property Tax Appraisal	0.50
02/28/2020	CPTAD Webinar: Present your case at an ARB hearing- Small Business	0.50
<b>Total Hours for Year:</b>		<b>60.25</b>

**You have met your education requirements for the period 03/01/2019 - 02/28/2020.**

You may carry forward to the next reporting period 0.25 hours.

## Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the request made by Leif Johnson Ford Truck City for waiver of penalties and interest on two property tax payments, citing Section 33.011(h) of the Texas Property Tax Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	\$1,457.64

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

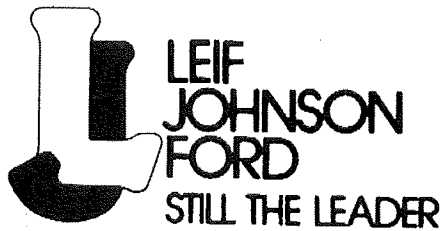
##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	BECERRA	JONES

#### SUMMARY

Leif Johnson Ford Truck City submitted two payments for property taxes by electronic funds transfer, in the proper manner, before the delinquency date. These payments were blocked by the taxpayer's bank due to the vendor's ACH ID not being 'white-listed'. The base tax was paid on February 7, 2020.



2/12/2020

Jennifer O'Kane, PCC  
Hays County Tax Assessor-Collector  
712 S. Stagecoach Trail, Suite 1120  
San Marcos, TX 78666

Via email to: Jenifer.okane@co.hays.tx.us

Dear Ms. O'Kane,

Leif Johnson Ford Truck City paid 2019 real estate and personal property tax in an accurate and timely manner electronically on January 23<sup>rd</sup>, 2019. Attached please find receipts 32411 and 32413 from the county's payment processor, Govpay.net. On February 4<sup>th</sup> we discovered that these transactions did not clear our bank at which time we immediately resent the payments a second time. The next day, after discussions with our Chase Bank representative, we were made aware that the issue preventing the payments from completing is that Hay's County's ACH ID had changed sometime during 2019 when the county changed bank accounts. Leif Johnson was never made aware of this change.

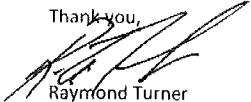
Due to heavy check fraud targeting franchise vehicle dealers, Leif Johnson employs debit block on our bank accounts in order to prevent unauthorized withdrawals. In order to process a debit, a vendor's ACH ID must be "white-listed" through our bank Chase. As we had paid 2018 Hays Co. real estate and personal property taxes without incident, we anticipated no problems with our 2019 payments. Indeed, the small fees to Govpay.net sailed right through with each payment submitted, since this vendor had also been previously white listed.

When we discovered the problem, we immediately sent the required paperwork to Chase to have the new ACH ID approved. We processed the transactions again on February 5<sup>th</sup> (see receipts 34000 and 34001), but these transactions were also unsuccessful, so they were processed again on February 7<sup>th</sup> (see receipts 34026 and 34027). Finally, the payments went through.

Leif Johnson Ford has always paid our tax debts promptly and without incurring penalties. We were not expecting the transactions to fail as we were unaware that Hays County had changed their ACH ID. When we found this to be the reason the transactions did not complete, we immediately took the appropriate steps to resolve the issue. We feel we attempted in good faith to pay the tax debts in full and by the January 31 deadline and request abatement of any late payment penalties and interest. For 2020 we will take additional steps to verify the correct ACH ID's are in place before we initiate the payments. For your information, there were no issues with our payments to Travis and Williamson Counties. Total payments initiated to all three counties on January 23<sup>rd</sup> totaled almost \$1,000,000 with the payments to Hays Co. being the only rejected transactions.

If you need additional information, please feel free to call me directly.

Thank you,

  
Raymond Turner  
Chief Financial Officer  
Leif Johnson Ford Stores

P.O. Box 4648 • Austin, Tx. 78765 • 501 E. Koenig Lane • Austin, Tx. 78751 • (512) 454-3711

# Account Summary

Jenifer OKane Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

Visit us at [www.hayscountytax.com](http://www.hayscountytax.com)

Property: 13-A400-0000-00008-2  
 Quick Ref ID: P57793  
 Owner: LEIF JOHNSON TRUCK CITY  
 Situs Address: 15301 S IH 35 BUDA, TX 78610  
 Legal Description: NEW CAR DEALER PERSONAL PROPERTY  
 FURN/FIXT/MECH/EQUIPMENT PARTS &  
 HEAVY TRUCK INVENTORY

LEIF JOHNSON TRUCK CITY  
 ATTN: LEE RAINES  
 PO BOX 4648  
 AUSTIN, TX 78765-4648

Assessment Values  
 PERS PROP: 893,359

Tax Bill (Effective Date: 02/29/2020)				Balance Due if Paid By February 29, 2020:			1,576.44
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
2019							
AUSTIN COMMUNITY COLLEGE DISTRICT	937.13	61.31	65.60	0.00	02/13/2020	937.12	65.61
CITY OF BUDA	3,123.18	204.32	218.62	0.00	02/13/2020	3,123.18	218.62
Hays Co ESD #8 - FIRE	893.36	58.44	62.53	0.00	02/13/2020	893.36	62.53
Hays Consolidated ISD	13,111.83	857.78	917.83	0.00	02/13/2020	13,111.84	917.82
Hays County	3,483.21	227.87	243.82	0.00	02/13/2020	3,483.21	243.82
Northeast Hays Co. ESD #2	670.02	43.83	46.90	0.00	02/13/2020	670.02	46.90
Special Road Dist	301.96	19.75	21.14	0.00	02/13/2020	301.96	21.14
<b>Totals</b>	<b>22,520.69</b>	<b>1,473.30</b>	<b>1,576.44</b>	<b>0.00</b>		<b>22,520.69</b>	<b>1,576.44</b>
<b>Totals</b>	<b>22,520.69</b>	<b>1,473.30</b>	<b>1,576.44</b>	<b>0.00</b>		<b>22,520.69</b>	<b>1,576.44</b>

Balance Due if Paid By February 29, 2020: 1,576.44

Pay By	Total Due
March 31, 2020	1,605.90
April 30, 2020	1,635.36
May 31, 2020	1,664.80

# Request for Waiver of Penalties and Interest

Request Date:

2/12/2020

## Account Information

Quick Ref ID:

13-A400-0000-00008-2 - P5T193

Taxpayer name:

Leif Johnson Ford Truck City

Mailing address:

PO Box 4648 Austin, TX 78765

Phone Number:

512-646-1593

Email Address:

rturner@leifjohnsonford.com

## Reason for Request

Texas Tax Code Section 33.011 allows a taxing unit to waive penalty and interest in limited, defined circumstances. PLEASE READ THE "INFORMATION REGARDING REQUESTS FOR WAIVER OF PENALTY AND INTEREST" SHEET BEFORE FILLING OUT THIS FORM, AS DESCRIPTIONS BELOW ARE SIMPLIFIED EXPLANATIONS.

Please check the appropriate scenario that applies.

☐ **Tax Office or Appraisal District Error** [Section 33.011(a)(1)]: An act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency date.

☐ **Tax Statement is Returned Undeliverable** [Section 33.011(b)]: A tax statement was returned undeliverable to the tax office; the tax office did not send another tax statement at least 21 days before the delinquency date, and the returned tax statement was due to an act or omission of an officer, employee, or agent of the tax office.

☒ **Electronic Payment Error** [Section 33.011(h)]: The taxpayer submits sufficient evidence showing they attempted to pay the original tax amount electronically in the proper manner before the delinquency date, that failure to pay was caused by an error in the transmissions of the funds.

☐ **Payment mailed to an incorrect address** [Section 33.011(a)(3)]: The taxpayer submits sufficient evidence showing payment was timely mailed to an incorrect address that would have been correct in a prior tax year AND would have been correct within one year of the date the payment was mailed.

☐ **Mail or Private Carrier Error** [Section 33.011(j)]: The taxpayer submits sufficient evidence showing payment was timely mailed, but that an act or omission of the postal service or private carrier resulted in postmark or delivery being after the delinquency date.

☐ **Religious Organization** [Section 33.011(a)(2)]: The property for which the tax is owed was acquired by a religious organization and before the first anniversary of the date the religious organization acquired the property, the organization paid the tax and qualified the property for the exemption.

☐ **Property was Omitted, Erroneously Exempted, Value Added, or Added Under a Different Account Number** [Section 33.011(i)]: If the delinquency relates to a date prior to ownership of the property AND the delinquency is a result of omitted property later added the appraisal roll, the property was erroneously exempted, the property had appraised value added, or if the property was added under a different account number when the prior owner owned the property.

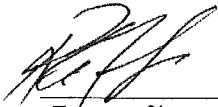
Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

Important

Please attach a separate page that includes all supporting documentation relating to this request for waiver of penalty and interest. The Committee will only review documentation and evidence provided AT THE TIME OF THE REQUEST. Any documentation or evidence not provided with the request will not be considered in your waiver determination. All requests must be received before the 181<sup>st</sup> day after the delinquency date and include sufficient evidence to substantiate the reason for waiver of penalty and interest. The Committee WILL NOT RECONSIDER final recommendations once issued.

You may submit requests by mail or hand-deliver to:  
Hays County Tax Office  
712 S. Stagecoach Trail – San Marcos, TX 78666

Email requests to [jenifer.okane@co.hays.tx.us](mailto:jenifer.okane@co.hays.tx.us)



Taxpayer Signature

2-12-2020

Date

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.



**PAYMENT SCHEDULED #32413****THANK YOU FOR YOUR SUBMISSION!***Your payment is considered complete once merchant receives funding.*

Blocked by bank

**Merchant Information**

<b>Name:</b> Hays County Tax Assessor
<b>Address:</b> 712 S. Stagecoach Trail
<b>City:</b> San Marcos
<b>State:</b> TX
<b>Zip Code:</b> 78666
<b>Phone:</b> 512-393-5545

**Customer Information**

<b>Name:</b> LEIF JOHNSON FORD TRUCK CITY
<b>Address:</b> PO BOX 4648
<b>City:</b> AUSTIN
<b>Zip Code:</b> 78765
<b>Phone:</b> (512) 454-3711
<b>E-mail:</b> kzimmerhanel@leifjohnsonford.com

**Payment Information**

<b>Invoice Number:</b> 32413
<b>Payment Method:</b> CHECK
<b>Authorization Code:</b>
<b>Transaction Date:</b> 2020-01-23 12:10:05

#	Property ID	Owner	Year	Amount
1	P57793	LEIF JOHNSON TRUCK CITY	2019	\$ 22,520.69
				<b>Sub-Total: \$22,520.69</b>
				<b>Fee: \$0.50</b>
				<b>Total: \$22,521.19</b>

**Accepted Terms and Conditions**

Request date: 2020-01-23 12:10:05 | IP address: 71.42.95.124



By checking this box you accepted and agreed to the Terms and Conditions.



I acknowledged and accepted the one-time, non-refundable convenience fee of \$0.50

**AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS) WEB INITIATED ENTRY**
<https://govpay.net/gateway/response?ip=71.42.95.124&success=1&response%5B%5D=No&response%5Btime%5D=2020-01-23+12%3A10%3...> 1/2

**PAYMENT SCHEDULED #34026****THANK YOU FOR YOUR SUBMISSION!***Your payment is considered complete once merchant receives funding.***Merchant Information**

<b>Name:</b> Hays County Tax Assessor
<b>Address:</b> 712 S. Stagecoach Trail
<b>City:</b> San Marcos
<b>State:</b> TX
<b>Zip Code:</b> 78666
<b>Phone:</b> 512-393-5545

**Customer Information**

<b>Name:</b> LEIF JOHNSON FORD TRUCK CITY
<b>Address:</b> PO BOX 4648
<b>City:</b> AUSTIN
<b>Zip Code:</b> 78765
<b>Phone:</b> (512) 454-3711
<b>E-mail:</b> kzimmerhanzel@leifjohnsonford.com

**Payment Information**

<b>Invoice Number:</b> 34026	<b>#</b>	<b>Property ID</b>	<b>Owner</b>	<b>Year</b>	<b>Amount</b>
<b>Payment Method:</b> CHECK	1	P57793	LEIF JOHNSON FORD TRUCK CITY	2019	\$ 22,520.69
<b>Authorization Code:</b>	<b>Sub-Total: \$22,520.69</b>				
<b>Transaction Date:</b> 2020-02-07 12:25:46	<b>Fee: \$0.50</b>				
	<b>Total: \$22,521.19</b>				

**Accepted Terms and Conditions**

Request date: 2020-02-07 12:25:46 | IP address: 71.42.95.124

- ☒ By checking this box you accepted and agreed to the Terms and Conditions.
- ☒ I acknowledged and accepted the one time, non-refundable convenience fee of \$0.50

**AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS) WEB INITIATED ENTRY**
<https://govpay.net/gateway/response?ip=71.42.95.124&success=1&response%5BisError%5D=No&response%5Btime%5D=2020-02-07+12%3A25%3...> 1/2

# Account Summary

Jenifer OKane Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

Visit us at [www.hayscountytax.com](http://www.hayscountytax.com)

Property: 10-0465-0002-00000-2  
 Quick Ref ID: R18668  
 Owner: JOHNSON SPECIAL LAND LTD  
 Situs Address: 15375 S IH 35 (S LIEF JOHSON TR),  
 Legal Description: ABS 465 T VARCINAS SURVEY 17.736AC  
 (0.048AC @ MKT) GEO#90603723

JOHNSON SPECIAL LAND LTD  
 P O BOX 4648  
 AUSTIN, TX 78765-4648

Assessment Values  
 LAND HS: 0  
 LAND NHS: 21,410 Exemptions: AG  
 IMP HS: 0  
 IMP NHS: 0  
 AG MKT VALUE: 1,780,740  
 AG USE VALUE: 3,040

**Tax Bill (Effective Date: 02/29/2020) Balance Due if Paid By February 29, 2020: 43.15**

Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
2019							
AUSTIN COMMUNITY COLLEGE DISTRICT	25.65	1.68	1.80	0.00	02/13/2020	25.66	1.79
CITY OF BUDA	85.48	5.59	5.99	0.00	02/13/2020	85.48	5.99
Hays Co ESD #8 - FIRE	24.45	1.60	1.71	0.00	02/13/2020	24.44	1.72
Hays Consolidated ISD	358.86	23.48	25.12	0.00	02/13/2020	358.85	25.13
Hays County	95.33	6.23	6.67	0.00	02/13/2020	95.34	6.66
Northeast Hays Co. ESD #2	18.34	1.20	1.28	0.00	02/13/2020	18.34	1.28
Special Road Dist	8.26	0.54	0.58	0.00	02/13/2020	8.26	0.58
<b>Totals</b>	<b>616.37</b>	<b>40.32</b>	<b>43.15</b>	<b>0.00</b>		<b>616.37</b>	<b>43.15</b>
<b>Totals</b>	<b>616.37</b>	<b>40.32</b>	<b>43.15</b>	<b>0.00</b>		<b>616.37</b>	<b>43.15</b>

**Balance Due if Paid By February 29, 2020: 43.15**

Pay By	Total Due
March 31, 2020	43.95
April 30, 2020	44.79
May 31, 2020	45.57

# Request for Waiver of Penalties and Interest

Request Date: 2/12/2020

## Account Information

Quick Ref ID: 10-0465-0002-00000-2 - 2186668  
Taxpayer name: Johnson Special Land LTD  
Mailing address: PO Box 4648 Austin, TX 78765  
Phone Number: 512-646-1593  
Email Address: rturmer@leifjohnsonford.com

## Reason for Request

Texas Tax Code Section 33.011 allows a taxing unit to waive penalty and interest in limited, defined circumstances. PLEASE READ THE "INFORMATION REGARDING REQUESTS FOR WAIVER OF PENALTY AND INTEREST" SHEET BEFORE FILLING OUT THIS FORM, AS DESCRIPTIONS BELOW ARE SIMPLIFIED EXPLANATIONS.

Please check the appropriate scenario that applies.

☐ Tax Office or Appraisal District Error [Section 33.011(a)(1)]: An act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency date.

☐ Tax Statement is Returned Undeliverable [Section 33.011(b)]: A tax statement was returned undeliverable to the tax office, the tax office did not send another tax statement at least 21 days before the delinquency date, and the returned tax statement was due to an act or omission of an officer, employee, or agent of the tax office.

☒ Electronic Payment Error [Section 33.011(h)]: The taxpayer submits sufficient evidence showing they attempted to pay the original tax amount electronically in the proper manner before the delinquency date, that failure to pay was caused by an error in the transmissions of the funds.

☐ Payment mailed to an incorrect address [Section 33.011(a)(3)]: The taxpayer submits sufficient evidence showing payment was timely mailed to an incorrect address that would have been correct in a prior tax year AND would have been correct within one year of the date the payment was mailed.

☐ Mail or Private Carrier Error [Section 33.011(j)]: The taxpayer submits sufficient evidence showing payment was timely mailed, but that an act or omission of the postal service or private carrier resulted in postmark or delivery being after the delinquency date.

☐ Religious Organization [Section 33.011(a)(2)]: The property for which the tax is owed was acquired by a religious organization and before the first anniversary of the date the religious organization acquired the property, the organization paid the tax and qualified the property for the exemption.

☐ Property was Omitted, Erroneously Exempted, Value Added, or Added Under a Different Account Number [Section 33.011(i)]: If the delinquency relates to a date prior to ownership of the property AND the delinquency is a result of omitted property later added the appraisal roll, the property was erroneously exempted, the property had appraised value added, or if the property was added under a different account number when the prior owner owned the property.

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

Important

Please attach a separate page that includes all supporting documentation relating to this request for waiver of penalty and interest. The Committee will only review documentation and evidence provided AT THE TIME OF THE REQUEST. Any documentation or evidence not provided with the request will not be considered in your waiver determination. All requests must be received before the 181<sup>st</sup> day after the delinquency date and include sufficient evidence to substantiate the reason for waiver of penalty and interest. The Committee WILL NOT RECONSIDER final recommendations once issued.

You may submit requests by mail or hand-deliver to:  
Hays County Tax Office  
712 S. Stagecoach Trail – San Marcos, TX 78666

Email requests to [jenifer.okane@co.hays.tx.us](mailto:jenifer.okane@co.hays.tx.us)

  
Taxpayer Signature

2-12-2020  
Date

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

# Account Summary

Jenifer OKane Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

Visit us at [www.hayscountytax.com](http://www.hayscountytax.com)

Property: 10-0465-0002-00001-2  
 Quick Ref ID: R135778  
 Owner: JOHNSON SPECIAL LAND LTD  
 Situs Address: 15375 S IH 35 (S LIEF JOHSON TR),  
 Legal Description: A0465 TRINADAD VARCINAS SURVEY, ACRES  
 2.698

JOHNSON SPECIAL LAND LTD  
 P O BOX 4648  
 AUSTIN, TX 78765-4648

Assessment Values  
 LAND HS: 0  
 LAND NHS: 354,160  
 IMP HS: 0  
 IMP NHS: 263,590  
 AG MKT VALUE: 0  
 AG USE VALUE: 0

Tax Bill (Effective Date: 02/29/2020)					Balance Due if Paid By February 29, 2020:		1,090.10
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
2019							
AUSTIN COMMUNITY COLLEGE DISTRICT	648.02	42.39	45.36	0.00	02/13/2020	648.03	45.35
CITY OF BUDA	2,159.65	141.28	151.18	0.00	02/13/2020	2,159.66	151.17
Hays Co ESD #8 - FIRE	617.75	40.42	43.24	0.00	02/13/2020	617.74	43.25
Hays Consolidated ISD	9,066.72	593.16	634.67	0.00	02/13/2020	9,066.71	634.68
Hays County	2,408.61	157.58	168.60	0.00	02/13/2020	2,408.61	168.60
Northeast Hays Co. ESD #2	463.31	30.31	32.43	0.00	02/13/2020	463.31	32.43
Special Road Dist	208.80	13.66	14.62	0.00	02/13/2020	208.80	14.62
<b>Totals</b>	<b>15,572.86</b>	<b>1,018.80</b>	<b>1,090.10</b>	<b>0.00</b>		<b>15,572.86</b>	<b>1,090.10</b>
<b>Totals</b>	<b>15,572.86</b>	<b>1,018.80</b>	<b>1,090.10</b>	<b>0.00</b>		<b>15,572.86</b>	<b>1,090.10</b>

Balance Due if Paid By February 29, 2020: 1,090.10

Pay By	Total Due
March 31, 2020	1,110.51
April 30, 2020	1,130.85
May 31, 2020	1,151.24

# Request for Waiver of Penalties and Interest

Request Date: 2/12/2020

## Account Information

Quick Ref ID: 10-0465-0002-00001-2 - R135778  
Taxpayer name: Johnson Special Land LTD  
Mailing address: PO Box 4648 Austin, TX 78765  
Phone Number: 512-646-1593  
Email Address: rturmer@leifjohnsonfrid.com

## Reason for Request

Texas Tax Code Section 33.011 allows a taxing unit to waive penalty and interest in limited, defined circumstances. PLEASE READ THE "INFORMATION REGARDING REQUESTS FOR WAIVER OF PENALTY AND INTEREST" SHEET BEFORE FILLING OUT THIS FORM, AS DESCRIPTIONS BELOW ARE SIMPLIFIED EXPLANATIONS.

Please check the appropriate scenario that applies.

☐ Tax Office or Appraisal District Error [Section 33.011(a)(1)]: An act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency date.

☐ Tax Statement is Returned Undeliverable [Section 33.011(b)]: A tax statement was returned undeliverable to the tax office, the tax office did not send another tax statement at least 21 days before the delinquency date, and the returned tax statement was due to an act or omission of an officer, employee, or agent of the tax office.

☒ Electronic Payment Error [Section 33.011(h)]: The taxpayer submits sufficient evidence showing they attempted to pay the original tax amount electronically in the proper manner before the delinquency date, that failure to pay was caused by an error in the transmissions of the funds.

☐ Payment mailed to an incorrect address [Section 33.011(a)(3)]: The taxpayer submits sufficient evidence showing payment was timely mailed to an incorrect address that would have been correct in a prior tax year AND would have been correct within one year of the date the payment was mailed.

☐ Mail or Private Carrier Error [Section 33.011(j)]: The taxpayer submits sufficient evidence showing payment was timely mailed, but that an act or omission of the postal service or private carrier resulted in postmark or delivery being after the delinquency date.

☐ Religious Organization [Section 33.011(a)(2)]: The property for which the tax is owed was acquired by a religious organization and before the first anniversary of the date the religious organization acquired the property, the organization paid the tax and qualified the property for the exemption.

☐ Property was Omitted, Erroneously Exempted, Value Added, or Added Under a Different Account Number [Section 33.011(i)]: If the delinquency relates to a date prior to ownership of the property AND the delinquency is a result of omitted property later added the appraisal roll, the property was erroneously exempted, the property had appraised value added, or if the property was added under a different account number when the prior owner owned the property.

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

Important

Please attach a separate page that includes all supporting documentation relating to this request for waiver of penalty and interest. The Committee will only review documentation and evidence provided AT THE TIME OF THE REQUEST. Any documentation or evidence not provided with the request will not be considered in your waiver determination. All requests must be received before the 181<sup>st</sup> day after the delinquency date and include sufficient evidence to substantiate the reason for waiver of penalty and interest. The Committee WILL NOT RECONSIDER final recommendations once issued.

You may submit requests by mail or hand-deliver to:  
Hays County Tax Office  
712 S. Stagecoach Trail - San Marcos, TX 78666

Email requests to [jenifer.okane@co.hays.tx.us](mailto:jenifer.okane@co.hays.tx.us)

  
Taxpayer Signature

2-12-2020  
Date

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.



# Account Summary

Jenifer OKane Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

Visit us at [www.hayscountytax.com](http://www.hayscountytax.com)

Property: 11-4828-0000-001A0-2  
 Quick Ref ID: R151323  
 Owner: JOHNSON SPECIAL LAND LTD  
 Situs Address: 15301 S IH 35 BUDA, TX 78610  
 Legal Description: LEIF JOHNSON FORD COMMERCIAL, LOT 1A, ACRES 9.503

JOHNSON SPECIAL LAND LTD  
 P O BOX 4648  
 AUSTIN, TX 78765-4648

Assessment Values  
 LAND HS: 0  
 LAND NHS: 1,247,440  
 IMP HS: 0  
 IMP NHS: 2,131,660  
 AG MKT VALUE: 0  
 AG USE VALUE: 0

Tax Bill (Effective Date: 02/29/2020)				Balance Due if Paid By February 29, 2020:			5,962.86
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
2019							
AUSTIN COMMUNITY COLLEGE DISTRICT	3,544.68	231.90	248.12	0.00	02/13/2020	3,544.66	248.14
CITY OF BUDA	11,813.33	772.83	826.93	0.00	02/13/2020	11,813.33	826.93
Hays Co ESD #8 - FIRE	3,379.10	221.06	236.54	0.00	02/13/2020	3,379.11	236.53
Hays Consolidated ISD	49,595.05	3,244.54	3,471.66	0.00	02/13/2020	49,595.06	3,471.65
Hays County	13,175.11	861.92	922.26	0.00	02/13/2020	13,175.12	922.25
Northeast Hays Co. ESD #2	2,534.33	165.80	177.40	0.00	02/13/2020	2,534.32	177.41
Special Road Dist	1,142.14	74.72	79.95	0.00	02/13/2020	1,142.14	79.95
<b>Totals</b>	<b>85,183.74</b>	<b>5,572.77</b>	<b>5,962.86</b>	<b>0.00</b>		<b>85,183.74</b>	<b>5,962.86</b>
<b>Totals</b>	<b>85,183.74</b>	<b>5,572.77</b>	<b>5,962.86</b>	<b>0.00</b>		<b>85,183.74</b>	<b>5,962.86</b>

Balance Due if Paid By February 29, 2020: 5,962.86

Pay By	Total Due
March 31, 2020	6,074.33
April 30, 2020	6,185.77
May 31, 2020	6,297.23

# Request for Waiver of Penalties and Interest

Request Date: 2/12/2020

## Account Information

Quick Ref ID: 11-4828-0000-001A0-Z - 2151323  
Taxpayer name: Johnson Special Land LTA  
Mailing address: PO Box 4648 Austin, TX 78765  
Phone Number: 512-646-1593  
Email Address: rturmer@leifjohnsonford.com

## Reason for Request

Texas Tax Code Section 33.011 allows a taxing unit to waive penalty and interest in limited, defined circumstances. PLEASE READ THE "INFORMATION REGARDING REQUESTS FOR WAIVER OF PENALTY AND INTEREST" SHEET BEFORE FILLING OUT THIS FORM, AS DESCRIPTIONS BELOW ARE SIMPLIFIED EXPLANATIONS.

Please check the appropriate scenario that applies.

☐ **Tax Office or Appraisal District Error** [Section 33.011(a)(1)]: An act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency date.

☐ **Tax Statement is Returned Undeliverable** [Section 33.011(b)]: A tax statement was returned undeliverable to the tax office, the tax office did not send another tax statement at least 21 days before the delinquency date, and the returned tax statement was due to an act or omission of an officer, employee, or agent of the tax office.

☒ **Electronic Payment Error** [Section 33.011(h)]: The taxpayer submits sufficient evidence showing they attempted to pay the original tax amount electronically in the proper manner before the delinquency date, that failure to pay was caused by an error in the transmissions of the funds.

☐ **Payment mailed to an incorrect address** [Section 33.011(a)(3)]: The taxpayer submits sufficient evidence showing payment was timely mailed to an incorrect address that would have been correct in a prior tax year AND would have been correct within one year of the date the payment was mailed.

☐ **Mail or Private Carrier Error** [Section 33.011(j)]: The taxpayer submits sufficient evidence showing payment was timely mailed, but that an act or omission of the postal service or private carrier resulted in postmark or delivery being after the delinquency date.

☐ **Religious Organization** [Section 33.011(a)(2)]: The property for which the tax is owed was acquired by a religious organization and before the first anniversary of the date the religious organization acquired the property, the organization paid the tax and qualified the property for the exemption.

☐ **Property was Omitted, Erroneously Exempted, Value Added, or Added Under a Different Account Number** [Section 33.011(i)]: If the delinquency relates to a date prior to ownership of the property AND the delinquency is a result of omitted property later added the appraisal roll, the property was erroneously exempted, the property had appraised value added, or if the property was added under a different account number when the prior owner owned the property.

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

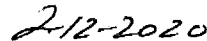
Important

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You may submit requests by mail or hand-deliver to:  
Hays County Tax Office  
712 S. Stagecoach Trail - San Marcos, TX 78666

Email requests to [jenifer.okane@co.hays.tx.us](mailto:jenifer.okane@co.hays.tx.us)

  
Taxpayer Signature

  
Date

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

**PAYMENT SCHEDULED #32411****THANK YOU FOR YOUR SUBMISSION!***Your payment is considered complete once merchant receives funding.**Blocked by bank***Merchant Information**

<b>Name:</b> Hays County Tax Assessor
<b>Address:</b> 712 S. Stagecoach Trail
<b>City:</b> San Marcos
<b>State:</b> TX
<b>Zip Code:</b> 78666
<b>Phone:</b> 512-393-5545

**Customer Information**

<b>Name:</b> LEIF JOHNSON FORD TRUCK CITY
<b>Address:</b> PO BOX 4648
<b>City:</b> AUSTIN
<b>Zip Code:</b> 78765
<b>Phone:</b> (512) 454-3711
<b>E-mail:</b> kzimmerhanzel@leifjohnsonford.com

**Payment Information**

<b>Invoice Number:</b> 32411
<b>Payment Method:</b> CHECK
<b>Authorization Code:</b>
<b>Transaction Date:</b> 2020-01-23 11:50:06

#	Property ID	Owner	Year	Amount
1	R18668	JOHNSON SPECIAL LAND LTD	2019	\$ 616.37
2	R135778	JOHNSON SPECIAL LAND LTD	2019	\$ 15,572.86
3	R151323	JOHNSON SPECIAL LAND LTD	2019	\$ 85,183.74
<b>Sub-Total:</b>				<b>\$101,372.97</b>
<b>Fee:</b>				<b>\$0.50</b>
<b>Total:</b>				<b>\$101,373.47</b>

**Accepted Terms and Conditions**

Request date: 2020-01-23 11:50:06 | IP address: 71.42.95.124

<https://govpay.net/gateway/response?ip=71.42.95.124&success=1&response%5BisError%5D=No&response%5Btime%5D=2020-01-23+11%3A50%3...> 1/2

**PAYMENT SCHEDULED #34027**

## THANK YOU FOR YOUR SUBMISSION!

***Your payment is considered complete once merchant receives funding.***

## Merchant Information

<b>Name:</b> Hays County Tax Assessor	
<b>Address:</b> 712 S. Stagoconch Trail	
<b>City:</b> San Marcos	
<b>State:</b> TX	
<b>Zip Code:</b> 78666	
<b>Phone:</b> 512-393-5545	

## Customer Information

**Name:** LEIF JOHNSON FORD TRUCK CITY  
**Address:** PO BOX 4648  
**City:** AUSTIN  
**Zip Code:** 78765  
**Phone:** (512) 454-3711  
**E-mail:** kzimmerhanzel@leifjohnsonford.com

## Payment Information

<b>Invoice Number:</b> 34027
<b>Payment Method:</b> CHECK
<b>Authorization Code:</b>
<b>Transaction Date:</b> 2020-02-07 12:29:24

#	Property ID	Owner	Year	Amount
1	R18668	JOHNSON SPECIAL LAND LTD	2019	\$ 616.37
2	R135778	JOHNSON SPECIAL LAND LTD	2019	\$ 15,572.86
3	R151323	JOHNSON SPECIAL LAND LTD	2019	\$ 85,183.74
<b>Sub-Total:</b>				<b>\$101,372.97</b>
				<b>Fee: \$0.50</b>
<b>Total:</b>				<b>\$101,373.47</b>

## Accepted Terms and Conditions

Request date: 2020-02-07 12:29:24 | IP address: 71.42.95.124

[LMA--//--:www.notion.com/...&id=74%20A2&source=1&response%5B%5D=Frm%5D=No&response%5Btime%5D=2020-02-07+12%3A29%3...](#) 1/2

## Check Transaction History

Search: 22520.69 Amount ▾ Type: All ▾

Date - Start: End: Format: HTML ▾ Go

Pages: 1 (3 Records)

		Trx ID	Date	Terminal	Name	Company	Type	Amount	Status	Net Stat	Refunded	Settled	Voic
1	<a href="#">View</a> <a href="#">Refund</a> <a href="#">Void</a>	34026	2020-02-07 12:25:45	HaysWeb	LEIF JOHNSON FORD TRUCK CITY		ACHDEBIT	22520.69	OK	SETTLED	N	Y	N
2	<a href="#">View</a> <a href="#">Void</a>	34000	2020-02-05 16:33:25	HaysWeb	LEIF JOHNSON FORD TRUCK CITY		ACHDEBIT	22520.69	FAIL	RETURNED	N	n	N
3	<a href="#">View</a> <a href="#">Void</a>	32413	2020-01-23 12:10:05	HaysWeb	LEIF JOHNSON FORD TRUCK CITY		ACHDEBIT	22520.69	FAIL	RETURNED	N	n	N

Pages: 1 (3 Records)

## Jenifer O'Kane

---

**From:** Gilbert Bragg <Gilbert.Bragg@mvalaw.com>  
**Sent:** Thursday, February 6, 2020 2:45 PM  
**To:** Jenifer O'Kane  
**Cc:** Gilbert Bragg; Matthew Tepper; Kelli Whigham  
**Subject:** RE: Online Payment

Jennifer,

This is to follow your question stated below which we have discussed at length by phone.

After reviewing the written material that you forwarded to me and discussing with you the actual mechanics as to how the electronic funds payment system works it is my view that the taxpayer's payment qualifies for waiver of penalty and interest under Section 33.011(h) of the Property Tax Code for the following reasons:

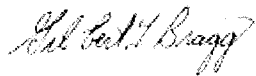
1. The taxpayer attempted to pay the tax by electronic funds in the proper manner before the delinquency date.
2. There was an error in the transmission of the funds.
3. The tax was paid on Feb. 5, 2020. This meets the requirement of 33.011(h)(C) which allows payment within 21 days after the taxpayer learns that the electronic payment failed.
4. Additionally, the Tax Office has an automatic notification program to alert taxpayers when there is a failure of an electronic check. In this case the Vendor did not notify the Tax Office. Accordingly, the taxpayer was not notified by the Tax Office. However, the taxpayer complied promptly upon notification from its financial institution.

Accordingly, it is my opinion that this case qualifies for waiver of the February penalty and interest by the governing body pursuant to section 33.011(h) of the Property Tax Code.

Please feel free to attach this email to any materials that you submit to the Commissioner's Court.

Please contact me in the event there are any additional questions concerning this matter.

Sincerely,



**Gilbert T. Bragg | Partner**

E-mail : [gilbert.bragg@mvalaw.com](mailto:gilbert.bragg@mvalaw.com)  
Main : 512-323-3200



---

**From:** Jenifer O'Kane <jenifer.okane@co.hays.tx.us>  
**Sent:** Wednesday, February 5, 2020 12:02 PM

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the waiver of penalties and interest on E-Check payments of property taxes that received no certified mail 'return notice', as is the Tax Office policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	BECERRA	N/A

#### SUMMARY

Taxpayer: Arthur Vasquez  
P&I: \$148.59

Taxpayer: Kathleen Marlette  
P&I: \$17.56

Taxpayer: Lisa Burchett  
P&I: \$72.44

These transactions did not go through on the initial payment attempt due to a digit being left off or transposed in the taxpayer's account/routing numbers. It has been Tax Office policy to send these taxpayers a certified letter regarding the 'returned' payment, so they are aware their payment did not go through and are able to attempt payment again via e-check, or use an alternative method. Due to a change made by the Tax Office's vendor, they were not being notified in the same manner of these returns and therefore were not notifying the taxpayer.

The original levy has been paid on all accounts.

Citing Section 33.011(a1) of the Texas Property Tax Code, in waiver of Penalty & Interest.



Bank Account Returned Transactions Summary							
	Transaction ID	Name on Account	Return Date	Creation Date	Return Code	Transaction Type	Amount
	52666118	Arthur Vasquez	12/16/2019 0:00	12/13/2019 15:12	R04	DEBIT	9549.16
	Transaction ID	Name on Account	Return Date	Creation Date	Return Code	Transaction Type	Amount
	53241482	Kathleen R Marlette	12/27/2019 0:00	12/24/2019 15:06	R03	DEBIT	2052.74
	Transaction ID	Name on Account	Return Date	Creation Date	Return Code	Transaction Type	Amount
	53952212	Lisa Burchett	1/7/2020 0:00	1/6/2020 15:28	R03	DEBIT	3724.95

# TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **DS-2020-058900**

Payor: VASQUEZ ARTHUR & VIRGINIA (O511095)  
14625 ECHO BLUFF  
AUSTIN, TX 78737-9111

Owner: VASQUEZ ARTHUR & VIRGINIA (O511095)  
14625 ECHO BLUFF  
AUSTIN, TX 78737-9111

Quick Ref ID: R27973  
Owner: VASQUEZ ARTHUR & VIRGINIA (O511095)  
- 100%  
Owner Address: 14625 ECHO BLUFF  
AUSTIN, TX 78737-9111

Property: 11-3106-0000-04200-4  
Legal Description: FRIENDSHIP RANCH PHASE II LOT 42  
3.01 AC  
Situs Address: 14625 ECHO BLUFF DRIPPING  
SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2019						
Special Road Dist	498,247	0.033800	168.41	168.41	11.78	180.19
Hays County	501,247	0.389900	1,954.36	1,954.36	136.81	2,091.17
Hays County ESD #6 -	506,310	0.088500	448.08	448.08	31.36	479.44
North Hays County	506,310	0.030000	151.89	151.89	10.63	162.52
Dripping Springs ISD	481,310	1.418300	6,826.42	6,826.42	477.86	7,304.28

Total Payment Amount	<b>10,217.60</b>
Check Payment (Ref # 2012) Tendered	10,217.60
Total Tendered	<b>10,217.60</b>

Remaining Balance Due, including other fees,  
as of 2/28/2020 **0.00**

Date Paid: 02/28/2020  
Effective Date: 02/28/2020  
Station/Till: JessicaA/Jessica Alcorn's Till  
Cashier:

# TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Quarterly  
Payments

Receipt Number: **SM-2020-1253776**

Payor: MARLETTE GEOFFREY BRYCE & SOMMERS  
KATHLEEN RAE (O0241014)  
456 BETONY LOOP  
BUDA, TX 78610

Owner: MARLETTE GEOFFREY BRYCE & SOMMERS  
KATHLEEN RAE (O0241014)  
456 BETONY LOOP  
BUDA, TX 78610

Quick Ref ID: R149560  
Owner: MARLETTE GEOFFREY BRYCE &  
SOMMERS KATHLEEN RAE (O0241014) -  
100%  
Owner Address: 456 BETONY LOOP  
BUDA, TX 78610

Property: 11-8402-000C-00400-2  
Legal Description: SUNFIELD PHASE TWO SECTION FIVE,  
BLOCK C, LOT 4, ACRES 0.182  
Situs Address: 456 BETONY LOOP BUDA, TX 78610

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2019						
Hays Consolidated	263,350	1.467700	3,859.63	964.91	67.54	1,032.45
Special Road Dist	248,350	0.033800	83.94	20.99	1.47	22.46
Hays County	248,350	0.389900	920.17	230.05	16.09	246.14
Hays Co ESD #8 -	298,350	0.100000	298.35	74.59	5.22	79.81
Northeast Hays Co.	298,350	0.075000	223.76	55.94	3.92	59.86
Sunfield MUD #3	298,350	0.900000	2,685.15	671.29	46.99	718.28
AUSTIN COMMUNITY	133,350	0.104900	139.89	34.98	2.45	37.43

Total Payment Amount **2,196.43**  
ELECTRONIC CHECK Tendered 2,196.43  
Total Tendered **2,196.43**

Remaining Balance Due, including other fees,  
as of 3/2/2020 **6,158.16**

Date Paid: 03/02/2020  
Effective Date: 02/24/2020  
Station/Till: Vianna/Internet Payment's Till  
Cashier:

# TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1255101**

Payor: BURCHETT LISA & KUBALA ALAN (O0284040) Owner: BURCHETT LISA & KUBALA ALAN  
100 OAK GROVE DR (O0284040)  
DRIPPING SPRINGS, TX 78620-4687 100 OAK GROVE DR  
DRIPPING SPRINGS, TX 78620-4687

Quick Ref ID: R43187  
Owner: BURCHETT LISA & KUBALA ALAN  
(O0284040) - 100%  
Owner Address: 100 OAK GROVE DR  
DRIPPING SPRINGS, TX 78620-4687

Property: 11-8070-0000-09702-4  
Legal Description: SPRINGLAKE, LOT 97B, ACRES 2.50  
Situs Address: 100 OAK GROVE DR DRIPPING  
SPRINGS TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2019						
Special Road Dist	190,000	0.033800	64.22	64.22	5.78	70.00
Hays County	190,000	0.389900	740.81	740.81	66.66	807.47
Hays County ESD #6 -	190,000	0.088500	168.15	168.15	15.13	183.28
North Hays County	190,000	0.030000	57.00	57.00	5.13	62.13
Dripping Springs ISD	190,000	1.418300	2,694.77	2,694.77	242.53	2,937.30

Total Payment Amount	<b>4,060.18</b>
ELECTRONIC CHECK Tendered	4,060.18
Total Tendered	<b>4,060.18</b>

Remaining Balance Due, including other fees,  
as of 3/12/2020 **0.00**

Date Paid: 03/12/2020  
Effective Date: 03/09/2020  
Station/Till: Vianna/Internet Payment's Till  
Cashier:

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the submission of a grant application with the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant in the amount up to \$150,839.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 7, 2020	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The funding awarded from the DSHS Grant (No. CDC-RFA-TP18-1802) will be used to purchase equipment and supplies needed for the COVID-19 crisis. Supplies will include PPE, sanitizing equipment, and COVID-19 tests. No match is required. The contract will be in effect from 12/1/2019 through 08/31/2020.

Attachment:  
DSHS COVID-19 Budget Template Application



**TEXAS**  
Health and Human  
Services

**FY2020**  
**COVID-19 Crisis CoAg**

**Applicant Information**

**Legal Name of Agency:**

Hays County Health Department

**Mailing Address:**

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos, TX

Zip: 78666

**Payee Name:**

Hays County Treasurer

**Payee Mailing Address:**

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094

City: San Marcos, Texas

Zip: 78666

**State of Texas Comptroller Vendor ID #**

(11 digit + 3 digit mail code):

17460022415002

**DUNS #** (9 digits required for subrecipient contracts):

09-7494884

**Fiscal Year-End Date (MM/DD)**

08/31

**Type of Entity (Choose one)**

City: ☐

County: ☒

Other Political Subdivision: ☐

Nonprofit Organization ☐

Community-Based Organization ☐

Hospital ☐

State Controlled Institution of Higher Learning ☐

Other ☐

Faith Based (Nonprofit Org) ☐

Click on appropriate box

**Contract Term:**

Start Date: 12/1/2019

End Date: 8/31/2020

**State-wide or Counties Served**

State-wide or County(ies) Served:

Hays

**Amount of Funding Allocated:**

\$150,839.00

**Minimum Unduplicated Clients to be Served**



## CONTACT PERSON INFORMATION

Legal Business Name:

Hays County Health Department

*This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.*

**Health Director / CEO / Executive Director:** Tammy Crumley

Direct Phone: 512-878-6673

Ext:

E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX  
78666

**B-13 Submitter:** Amy Fraga

Direct Phone: 512-393-2273

Ext:

E-mail: amy.fraga@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX  
78666

**Program Lead Person:** Mike Jones

Direct Phone: 512-393-5538

Ext:

E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX  
78666

**Contract Lead Person:** Mike Jones

Direct Phone: 512-393-5538

Ext:

E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX  
78666

**Contract Authorized Signatory:** Ruben Becerra

Direct Phone: 512-393-2205

Ext:

E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, & zip):

111 E. San Antonio St., Ste. 300, San Marcos, TX.  
78666

**Additional Contract Authorized Signatory:**

Direct Phone: Ext:

E-mail:

Mailing Address (street, city, county, & zip):

**FFATA/Assurances Signatory:**

Direct Phone: Ext:

E-mail:

Mailing Address (street, city, county, & zip):



# BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	TOTAL BUDGET	DSHS Funds Requested (Allocation Amount)
A. Personnel	\$0	\$0
B. Fringe Benefits	\$0	\$0
C. Travel	\$0	\$0
D. Equipment	\$54,000	\$54,000
E. Supplies	\$96,839	\$96,839
F. Contractual	\$0	\$0
G. Other	\$0	\$0
H. Total Direct Costs	\$150,839	\$150,839
I. Indirect Cost Rate Amount	\$0	\$0
J. Total (Sum of H and I)	\$150,839	\$150,839

Direct Federal Funds	
Other State Agency Funds	
Local Funding Sources	
Other Funds	

<b>Contract Total</b>	\$150,839.00
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# EQUIPMENT AND CONTROLLED ASSETS Budget Category

## Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
AgriOzein Advance Ozonation/Hydroxyl Missing Equipment	Use to disinfect all Hays County Buildings now and on a regular basis moving forward	1	\$54,000	\$54,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

**\$54,000**

## SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

## Hays County Health Department

Itemize and describe each supply item and provide an estimated quantity and cost.

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
Covid 19 Test	1,300 tests at \$70 per test. Used to test for Covid-19.	\$91,000
General PPE Supplies	Gloves, masks, themometers, hand sanitizer, gowns for emergengcy response and public health personnel. (we plan to purchase as much as we can for this amount)	\$5,839
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$96,839**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and K Friese and Associates, Inc. for revision of the Hays County Transportation Plan and declare an exception to competitive procurement under Section 262.024(a)(4) of the Texas Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 7, 2020	\$270,888.00

#### LINE ITEM NUMBER

020-710-00-5448\_008

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024 (a) (4).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	SMITH	N/A

#### SUMMARY

The Hays County Transportation Plan was last updated in 2013, with the last revision being processed in 2016. The work contemplated in this PSA will completely review and update, with public input, the current Transportation Plan.

**PROFESSIONAL SERVICES AGREEMENT**  
**HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **K Friese & Associates, Inc.** hereinafter “Contractor”), whose primary place of business is located at **1120 South Capital of Texas Highway, CityView II, Suite 100, Austin, TX 78746**, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

**1. OVERVIEW**

**The purpose of project described below is to update the current Hays County Long Range Transportation Plan, which was adopted in January 2014. A detailed understanding and approach are included in Exhibit A below.**

**2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of **Jerry Borcharding, Director, Hays County Transportation Department** and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

**3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

**4. DURATION**

The parties agree that the Work shall be completed on **or before 274 days** after commencement date. (hereinafter the “Completion Date”). In the event that the Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

**5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed two hundred seventy thousand eight

hundred eighty-eight dollars (**\$270,888 USD**) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

## **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

## **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party’s prior written consent thereto.

## **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

## **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this



Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

*Signatures by the parties to this Professional Services Agreement follow on the next page.*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

\_\_\_\_\_  
By: Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
**K Friese & Associates, Inc.**

**By: Thomas M Owens, PE**  
**Executive Vice President**

## **EXHIBIT A**

### **Scope of Work**

#### **Project Understanding**

The current Hays County Transportation Plan was adopted in January 2014 and has served the County well for the past six years. A plan update is now required to review and revise the current plan based on recent growth and development.

The Hays County Transportation Plan Update will be based on the same systematic philosophy that guided the current plan:

1. Identify existing roads that are expected to be maintained and improved within the limits of their current right-of-way without adding lanes.
2. Identify existing roads that require increased capacity. This determination will be based on community input, and the review of existing data such as traffic counts, readily available data from the Capital Area Metropolitan Planning Organization (CAMPO) travel demand model, and a review of local growth and development plans.
3. Identify new connections that are required to complete the network. As noted above, this determination will be based on community input, and the review of existing data such as traffic counts, readily available data from the CAMPO travel demand model, and a review of local growth and development plans.

In addition, the update will ensure that the plan reflects coordination needed with local governments' transportation plans and that it reflects any changes that were made to previously identified projects that were either completed or are in the process of being developed. The plan will also include planning level project costs, as well as policy recommendations for support of bicycle, pedestrian, and transit facilities.

KFA will use the following data sources to complete the Hays County Transportation Plan Update in alignment with County's goals and objectives:

- Coordination with local governments and agencies
- Community outreach
- Review of the current CAMPO travel demand model
- Review of local plans and policies
- Review of other relevant data sources, including traffic, crash, and other GIS data

It is assumed that this project will be completed in nine (9) months. Our understanding of each of the Hays County Transportation Plan Update project tasks is outlined below.

## Project Efforts

### **Task 1 Project Management**

#### **Subtask 1.1: Project Administration**

- KFA will provide a project schedule at the time of the Project Kickoff Meeting that includes all scope items and identifies critical project milestones.
- KFA will prepare monthly status reports that summarize current budget and schedule status, along with project progress and outstanding issues. The status report will be attached to each monthly invoice submitted to the County.
- KFA will schedule and facilitate monthly project progress meetings with the County. These meetings will alternate between in-person meetings and conference calls.
- KFA will execute and manage two (2) subcontracts to complete the project. One subcontract will provide community outreach support, and the other will provide a high-level analysis of the data from the CAMPO travel demand model.

Deliverables: KFA will provide a project schedule and monthly Project Status Reports and Invoices.

#### **Subtask 1.2: Project Kickoff Meeting**

- KFA will coordinate a Project Kickoff Meeting with key County staff, during which the project team will review the scope, schedule, budget, roles and responsibilities, risks, milestones, and data needs.

Deliverables: KFA will provide a written Project Kick-off Meeting agenda and meeting notes.

#### **Subtask 1.3: Quality Assurance/Quality Control**

- KFA will provide a brief Quality Assurance/Quality Control Plan at the start of the project.
- KFA will perform Quality Assurance and Quality Control (QA/QC) throughout the project.

Deliverables: KFA will provide a written Quality Assurance/Quality Control Plan.

### **Task 2 Data Analysis**

#### **Subtask 2.1: Data Collection**

- KFA will prepare and submit a Data Needs Memorandum in preparation for a Project Kick-off Meeting with the County. This memorandum will consist of a detailed list of GIS and other data sets to be analyzed by KFA, noting which data sets the County must provide.
- KFA will coordinate with CAMPO to obtain the current travel demand model with necessary approvals.

Deliverables: KFA will provide a written Data Needs Memorandum at the project kick-off meeting. KFA will establish a project electronic data archive (e.g., ShareFile or other agreed upon site).

#### **Subtask 2.2: Data Review**

- KFA will review all collected data provided in response to the Data Needs Assessment project subtask. This will be performed throughout the project as the plan is developed and refined.
- KFA will perform a brief review of the current CAMPO travel demand model to identify roads in Hays County that require improvements to accommodate future demand.
- KFA will review an agreed upon set of local and regional plans and policies to identify major needs and projects that will impact the plan update.

Deliverables: KFA will submit a technical memorandum to the County summarizing takeaways from the data review.

### **Task 3 Stakeholder Coordination**

#### **Subtask 3.1: Local Government Coordination**

- KFA will coordinate with local jurisdictions and agencies through up to fifteen (15) group and individual meetings or calls with local agencies to gather their input on transportation needs and priorities in Hays County, such as the following:
  - City of San Marcos
  - City of Kyle
  - City of Buda
  - City of Wimberley
  - City of Dripping Springs
  - Independent School Districts (HCISD, DSISD, WISD, SMISD)
  - Travis County
  - Comal County
  - Guadalupe County
  - Blanco County
  - Texas Department of Transportation
  - Emergency Services Districts

Deliverables: KFA will provide agendas, necessary maps and materials, and meeting notes for each meeting.

#### **Subtask 3.2: Presentations to Community Groups and Pop Up Events**

- KFA will make up to ten (10) presentations to community groups or hold pop-up events throughout Hays County, to inform groups about the plan update and to gather feedback on transportation needs.

Deliverables: KFA will provide necessary maps, materials, and meeting summaries for each meeting.

#### **Subtask 3.3: Commissioner's Court Meetings**

1. KFA will attend three (3) Hays County Commissioner's Court meetings over the course of the project to present status updates, findings, and recommendations of the plan.
2. KFA will conduct two (2) workshops with the Hays County Commissioner's Court:
  - **Commissioner's Court Workshop #1:** At the first workshop, KFA will solicit feedback on the transportation needs and priorities of the region.
  - **Commissioner's Court Workshop #2:** At the second workshop, KFA will gather feedback on the draft recommendations of the plan update.

Deliverables: KFA will provide necessary maps and materials for each meeting and will supply meeting notes to the County. It is assumed that the County will provide the meeting space for the workshops.

#### **Task 4 Public Outreach**

##### **Subtask 4.1: Ongoing Outreach**

3. KFA will provide outreach messaging to promote the plan update, including two (2) fact sheets, two (2) webpage content updates for use by the County Public Information Officer (PIO), 4 social media content updates for the use by the County PIO, content for two (2) media releases for County distribution, up to two (2) online surveys, and content for distribution through partners and other interested parties.
4. KFA will coordinate with stakeholders and interested parties and be responsive to inquiries and requests for additional communications to keep all updated throughout this process.

Deliverables: KFA will provide narrative and visual content for ongoing public outreach during the development of the plan update.

##### **Subtask 4.2: Public Workshops**

- KFA will conduct two (2) rounds of outreach:

###### Round 1

- **Public Workshop #1:** The first workshop will focus on reviewing the current plan and the data collected and analyzed by the project team. The goals of this workshop will be: (1) to raise awareness of the plan update, and (2) to gather feedback on the current transportation needs and priorities of the community.
- Short video
- Virtual participation tool
- Outreach to promote participation including targeted social media and traditional advertisements

###### Round 2

- **Public Workshop #2:** The second workshop will focus on presenting the draft plan update to the community. The goal of this workshop will be to gather feedback on the recommendations of the draft plan.
  - Virtual participation tool
  - Outreach to promote participation including targeted social media and traditional advertisements
- Four (4) members of the KFA team will attend each workshop.

Deliverables: KFA will provide materials for the workshops, including a sign-in sheet, informational boards, maps, and graphics. It is assumed that the County will provide the meeting space for the workshops.

##### **Subtask 4.3: Neighborhood and Stakeholder Coordination**

- KFA will coordinate with neighborhoods and stakeholders with large tracts of land that may be impacted by the transportation plan including up to ten (10) meetings to discuss transportation concerns.

Deliverables: KFA will provide necessary maps and graphics for each meeting.

## **Task 5 Recommendations Development**

### **Subtask 5.1: Transportation Plan Map**

5. KFA will use ArcGIS to develop a Transportation Plan Map exhibit showing the roadway recommendations for the plan update, in a similar format to the map for the current plan.
6. At Commissioner's Court Workshop #2 (listed in Subtask 3.3 above), KFA will review the draft Transportation Plan Map with the Commissioner's Court. KFA will then incorporate the comments from the review meeting and submit a draft-final Transportation Plan Map with the draft report.

Deliverables: KFA will prepare a draft and final Transportation Plan Map exhibit.

### **Subtask 5.2: Roadway Matrix**

7. Using the Transportation Plan Map as a guide, KFA will develop a draft Roadway Matrix as a Microsoft Excel spreadsheet, in a similar format to the roadway matrix for the current plan. The matrix will include:
  1. Roadway Name
  2. Limits
  3. Existing Cross-Section
  4. Recommended Cross-Section
  5. Recommended Right-of-Way
  6. Notes
8. At Commissioner's Court Workshop #2 (listed in Subtask 3.3 above), KFA will review the draft Roadway Matrix with the County. KFA will then revise the draft and submit a final Roadway Matrix to the County.

Deliverables: KFA will prepare a draft and final Roadway Matrix spreadsheet.

## **Task 6 Final Report**

### **Subtask 6.1: Report**

9. KFA will prepare and submit a draft outline to the County from which to write the final report.
10. KFA will develop a draft report, incorporating the County's comments on the draft outline. KFA will submit the draft report to the County and conduct a review meeting to receive the County's consolidated comments on the report.
11. KFA will then incorporate the County's comments and submit a draft-final report for review by the County and Commissioner's Court.
12. KFA will incorporate one round of comments on the draft-final report and submit a final report to the County.

Deliverables: KFA will provide a draft outline, a draft report, and a final report to the County.

**EXHIBIT B**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**



## **EXHIBIT C**

Additional Terms to the Services provided by Contractor, if any, are as follows:

This is does not include any preliminary or final engineering design including:

- Geotechnical investigations
- Pavement design
- Bridge and structural design
- Utility engineering or coordination
- Topographic or boundary surveys

**EXHIBIT D**

**Certificate of Insurance**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #PB03010405877 in the amount of \$2,993,233.65, accept the 2-year maintenance bond #70187170 in the amount of \$163,290.16, and accept the 1-year revegetation bond #70187175 in the amount of \$103,669.80 for Headwaters at Barton Creek Subdivision, Phase 2, and Phase 4, Section 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 7, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

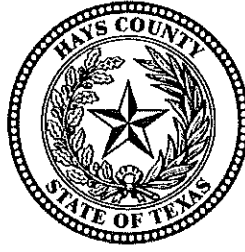
PURCHASING GUIDELINES FOLLOWED: N/A      AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	SMITH	N/A

#### SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

512/393-7385  
FAX: 512/393-7393

March 2, 2020

Honorable Ruben Becerra  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Headwaters at Barton Creek subdivision, Phase 2 & Phase 4, Section 1

Dear Commissioners and Judge:

Jesse Malone, P.E. with Malone & Wheeler Engineering, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Headwaters at Barton Creek subdivision, Phase 2 & Phase 4, Section 1, release of the subdivision bond #PB03010405877 in the amount of \$2,993,233.65, accept the 2-year maintenance bond #70187170 in the amount of \$163,290.16, and the 1-year revegetation bond #70187175 in the amount of \$103,669.80. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcharding, P.E.  
Director  
Hays County Transportation



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

March 15, 2020

Jerry Borcharding, P.E.  
County Engineer  
Hays County Transportation Department

Re: Headwaters Phase 2 and 4.1 - Engineer's Concurrence Letter for Public Roadway Improvements

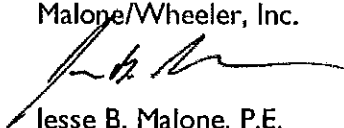
Mr. Borcharding:

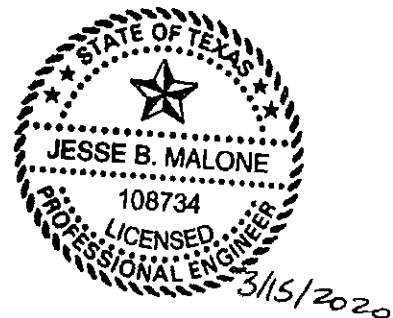
During the construction of the Public Roadway Improvements for Headwaters Phase 2 and 4.1 in Dripping Springs, TX, Malone/Wheeler reviewed submittals, shop drawings and made periodic site visits to review and observe the construction of the Public Roadway Improvements.

Based on our review of the submittals, shop drawings and our construction observations, it is our opinion that the Public Roadway Improvements for Headwaters Phase 2 and 4.1 have been constructed in general conformance with the construction documents prepared by Malone/Wheeler, Inc. It should be noted that a separate concurrence letter has been prepared by Pickett, Kelm and Associates for the structural components of the two bridges. In addition, there is some ongoing final completion work for the ponds and other drainage improvements which are outside the Public ROW.

Please feel free to contact us with any questions.

Sincerely,  
Malone/Wheeler, Inc.

  
Jesse B. Malone, P.E.  
Project Manager



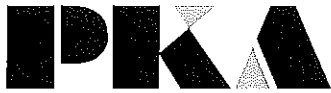
cc: Jim Parman  
Phil McPhearson  
Eric Houdek  
Kevin Fleming

Malone/Wheeler, Inc.  
7500 Rialto Blvd., Bldg One, Ste 240  
Austin, TX 78735

T: 512.899.0601 F: 512.899.0655 W: MALONEWHEELER.COM  
Firm Reg. No. F-786

F:\Headwaters\Projects\16-083 Headwaters - Phase 2\Documents\Construction\Project Closeout\Final Completion Letter - Headwaters Phase 2 and 4.1 (Roadways).docx

1 | Page



Pickett, Kelm & Associates, Inc.  
Consulting Structural Engineers

Texas Registered Engineering Firm F-1491

O. Gary Pickett, P. E.  
William F. Kelm, P. E.  
Larry S. Wu, P. E.

February 13, 2020

Mr. Jesse Malone  
5113 Southwest Parkway  
Suite 260  
Austin, Texas 78758

Re: Headwaters Phase 2 - Hazy Hills Loop Bridges  
Concurrence Letter


Dear Mr. Malone:

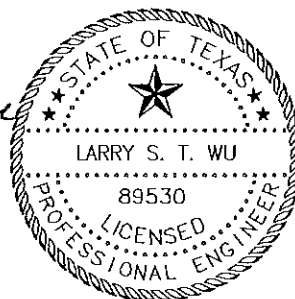
During the construction of both Hazy Hills Loop bridge structures in Dripping Springs, Texas, we reviewed the submittals and shop drawings for the bridge construction, as submitted by C. C. Carlton Industries, and made periodic site visits to review and observe the construction of the bridge substructures, superstructures and approach MSE retaining walls. We also reviewed the laboratory inspection and material test reports prepared by MLA Labs for the project.

Based on our review of the submittals and laboratory test reports, and our construction site observations, it is our opinion that the structural components of both bridges have been constructed in general conformance with the construction documents prepared by Pickett, Kelm & Associates. It should be noted that the contractor is in the process of finalizing some of the aesthetic components of the bridge and the aesthetic components of the bridge do not fall within our scope of structural engineering services.

Should you have any questions, please do not hesitate to call.

Sincerely,

  
Larry S. T. Wu, P.E.  
Engineer





MAINTENANCE BOND

BOND NO: 70187170

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and  
The Guarantee Company of North America USA as Surety, are held and firmly bound unto  
Hays County, Texas as Oblige in the sum  
of \_\_\_\_\_

One Hundred Sixty-three Thousand Two Hundred Ninety And 16/100 Dollars (\$\$163,290.16) for which sum,  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, Principal entered into a contract with the  
Oblige for Headwaters MUD, Headwaters at Barton Creek, Ph 2 & Ph 4, Section 1.

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material  
or construction that shall appear within Two (2) year(s) from the date of the substantial completion,  
(\_\_\_\_\_) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 6th day of February, 2020.

CC Carlton Industries, Ltd.

E 4-1  
Witness

BY: [Signature]

Principal

ITS: [Signature]

The Guarantee Company of North America USA

Andruiana M. Gonzalez  
Witness

BY: [Signature]

Attorney-In-Fact John W. Schuler

Maintenance Bond Rev. 2/20/13

Excellence, Expertise, Experience ... Every time

The Guarantee Company of North America USA

One Towne Square, Suite 1470  
Southfield, Michigan 48076

Tel 248-281-0281 • Fax 248-750-0431 • 1-866-328-0567  
gcnua.com



**The Guarantee Company of North America USA**  
Southfield, Michigan

## POWER OF ATTORNEY

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John W. Schuler, Walter E. Benson, Jr., Steve Dobson  
Time Insurance Agency Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of February, 2020

*Randall Musselman*

Randall Musselman, Secretary





## The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

### Texas Consumer Notice

#### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your **agent** at:

3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4 You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: [www.gcna.com](http://www.gcna.com)

E-mail: [info@gcna.com](mailto:info@gcna.com)

Fax: 248-750-0431

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: [www.gcna.com](http://www.gcna.com)

E-mail: [info@gcna.com](mailto:info@gcna.com)

Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



MAINTENANCE BOND

BOND NO: 70187175

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and  
The Guarantee Company of North America USA as Surety, are held and firmly bound unto  
Hays County, Texas as Obligor in the sum  
of \_\_\_\_\_  
One Hundred Three Thousand Six Hundred Sixty-nine And 80/100 Dollars (\$103,669.80) for which sum,  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Principal entered into a contract with the  
Obligor for Headwaters Ph 2, Ph 4-1 Revegetation.

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material  
or construction that shall appear within 1 year(s) from the date of the substantial completion,  
(\_\_\_\_\_) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 19th day of February, 2020.

CC Carlton Industries, Ltd.

Witness

BY:

Principal

ITS:

V.P. of Admin  
The Guarantee Company of North America USA

Witness

BY:

Attorney-In-Fact

John W. Schuler

Maintenance Bond Rev. 2/20/13

**Excellence, Expertise, Experience ... Every time**

**The Guarantee Company of North America USA**  
One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Tel 248-281-0281 • Fax 248-750-0431 • 1-866-328-0567  
gcnna.com



The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John W. Schuler, Walter E. Benson, Jr., Steve Dobson  
Time Insurance Agency Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting In Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 19th day of February, 2020

Randall Musselman, Secretary



## The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

### Texas Consumer Notice

#### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your agent at:

3 You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4 You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: [www.gcna.com](http://www.gcna.com)

E-mail: [Info@gcna.com](mailto:Info@gcna.com)

Fax: 248-750-0431

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA:

One Towne Square, Suite 1470

Southfield, Michigan 48076

Web: [www.gcna.com](http://www.gcna.com)

E-mail: [Info@gcna.com](mailto:Info@gcna.com)

Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1 - 800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-91 04

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve an Advance Funding Agreement for Locally Funded Transportation Project On-System (RM 2325 at Fischer Store Rd.) and authorize the County Judge or his Designee to execute the Advance Funding Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 7, 2020	\$1,680,501.00

#### LINE ITEM NUMBER

034-803-96-771.5611\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	SHELL	N/A

#### SUMMARY

The RM 2325 at Fischer Store Rd. is an element of the Hays County 2016 Road Bond Program that would improve safety and mobility for local traffic conditions within the project limits. The County has moved forward with project development of the RM 2325 at Fischer Store Rd. project, including environmental clearance, construction design, and right-of-way/utility coordination. The Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation (TxDOT) and Hays County and is required for TxDOT to advertise, let, and manage construction of the project. TxDOT would contribute a total of \$107,420.00 which includes indirect and direct State costs. Hays County would contribute a total of \$1,680,501.00 which includes environmental clearance, construction engineering, construction funding, and State direct costs. The project is estimated to be let for construction by TxDOT in late 2020.



A Resolution of the Hays County Commissioners Court  
Approving an Advance Funding Agreement for Locally Funded Transportation Project  
On-System (RM 2325 at Fischer Store Rd.) and Authorizing the County Judge or His Designee  
to Execute the Agreement on behalf of Hays County

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, the RM 2325 at Fischer Store Rd. is an element of the Hays County 2016 Road Bond Program; and

**WHEREAS**, the project would improve safety and mobility for local traffic conditions within the project limits; and

**WHEREAS**, the County has moved forward with project development of the RM 2325 at Fischer Store Rd. project, including environmental clearance, construction design, and right-of-way/utility coordination; and

**WHEREAS**, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation (TxDOT) and Hays County and is required for TxDOT to advertise, let, and manage construction of the project;

**NOW, THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby approve Advance Funding Agreement for Locally Funded Transportation Project On-System (RM 2325 at Fischer Store Rd.) and authorizes the County Judge or his designee to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Ruben Becerra  
Hays County Judge

---

Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

---

Mark Jones  
Commissioner, Pct. 2

---

Lon Shell  
Commissioner, Pct. 3

---

Walt Smith  
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas  
Hays County Clerk

FischerStoreRdatRM2325AFA\_resolution

CSJ #	0285-02-014
District #	14-AUS
Code Chart 64 #	50106
Project Name	RM 2325 at Fischer Store Rd.

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For  
LOCALLY FUNDED TRANSPORTATION PROJECT  
On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **County of Hays**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **design and construction of intersection improvements at RM 2325 and Fischer Store Road. Improvements include a right turn lane along RM 2325 onto Fisher Store Road, and a left turn lane on Fisher Store Road at RM 2325.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.



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**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

### **AGREEMENT**

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>N/A</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 12
4.	<b>State</b>	Construction Responsibilities	Article 13
5.	<b>N/A</b>	Right of Way and Real Property	Article 15

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for this Project consists of design and construction of intersection improvements at RM 2325 and Fischer Store Road. Improvements include a right turn lane along RM 2325 onto Fisher Store Road, and a left turn lane on Fisher Store Road at RM 2325 in Hays county, Texas.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that

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has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

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- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

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- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

## **6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## **7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## **8. Utilities**

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## **9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

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If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Procurement Standards**

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

**12. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

**13. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

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- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

#### **14. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

#### **15. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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<b>Project Name</b>	<b>RM 2325 at Fischer Store Rd.</b>

**16. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**17. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
Director of Transportation Hays County 2171 Yarrington Rd., San Marcos, TX 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**18. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**19. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**20. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a



<b>CSJ #</b>	<b>0285-02-014</b>
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<b>Project Name</b>	<b>RM 2325 at Fischer Store Rd.</b>

monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**21. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**22. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Audit**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements**

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local

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Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

**27. Debarment Certifications**

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**28. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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<b>Project Name</b>	<b>RM 2325 at Fischer Store Rd.</b>

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**29. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

Kenneth Stewart

\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Ruben Becerra

\_\_\_\_\_  
Typed or Printed Name

Hays County Judge

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

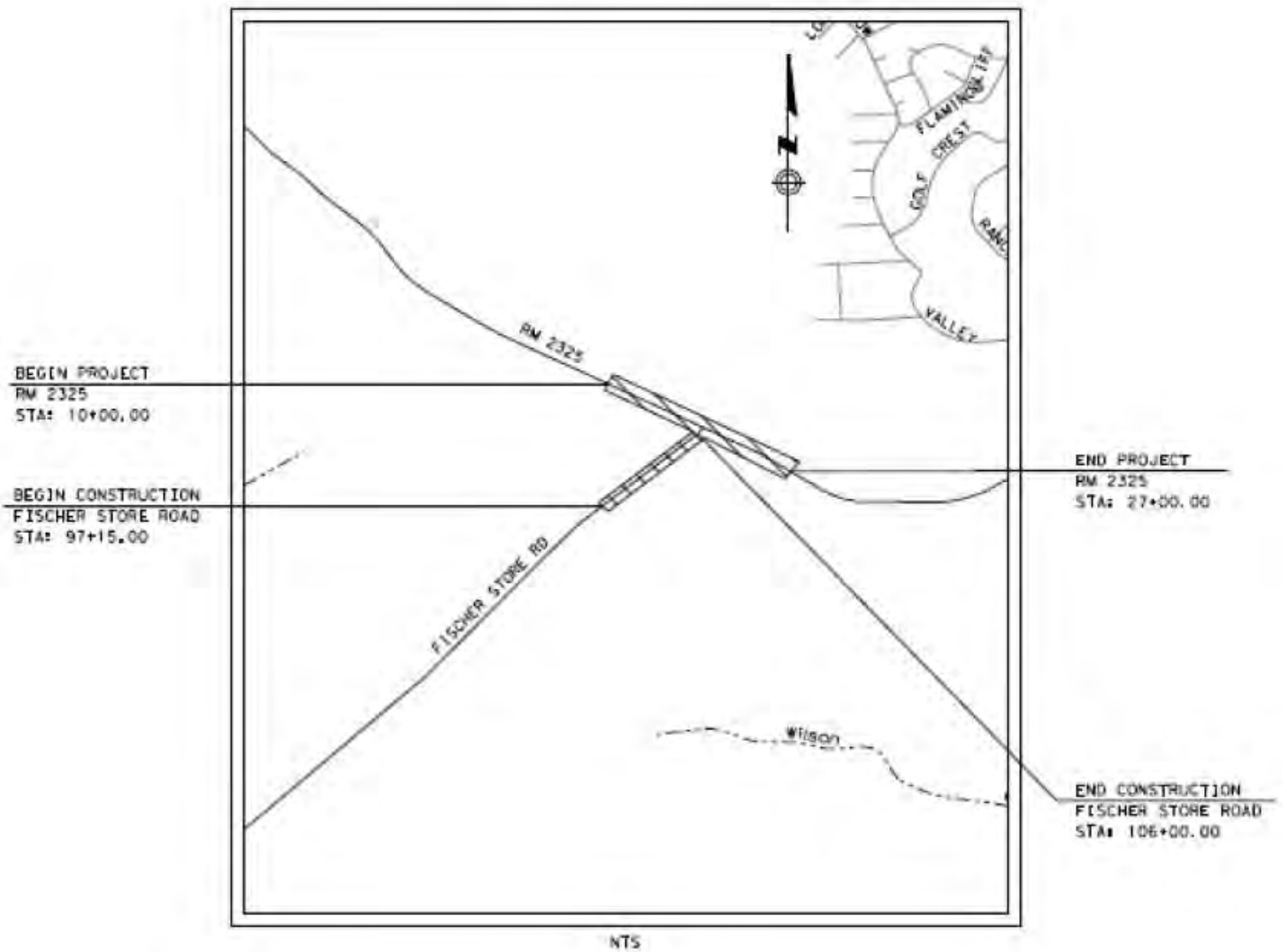
<b>CSJ #</b>	<b>0285-02-014</b>
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<b>Project Name</b>	<b>RM 2325 at Fischer Store Rd.</b>

**ATTACHMENT A**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

CSJ #	0285-02-014
District #	14-AUS
Code Chart 64 #	50106
Project Name	RM 2325 at Fischer Store Rd.

## ATTACHMENT B LOCATION MAP SHOWING PROJECT

### FISCHER STORE ROAD AT RM 2325 HAYS COUNTY, TEXAS



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<b>Project Name</b>	<b>RM 2325 at Fischer Store Rd.</b>

## ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government, the Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$205,000	0%	\$0	100%	\$205,000
Environmental (by Local Government)	\$42,550	0%	\$0	100%	\$42,550
Construction (by State)	\$1,400,000	0%	\$0	100%	\$1,400,000
Subtotal	\$1,647,550		\$0		\$1,647,550
Environmental Direct State Costs	\$6,590	50%	\$3,295	50%	\$3,295
Right of Way Direct State Costs	\$1,648	50%	\$824	50%	\$824
Engineering Direct State Costs	\$9,885	50%	\$4,943	50%	\$4,942
Utility Direct State Costs	\$1,648	50%	\$824	50%	\$824
Construction Direct State Costs	\$46,131	50%	\$23,065	50%	\$23,066
Indirect State Costs (4.52%)	\$74,469	100%	\$74,469	0%	\$0
<b>TOTAL</b>	<b>\$1,787,921</b>		<b>\$107,420</b>		<b>\$1,680,501</b>

Initial payment by the Local Government to the State: \$9,885

Payment by the Local Government to the State before construction: \$1,423,066

Estimated total payment by the Local Government to the State \$1,432,950

This is an estimate. The final amount of Local Government participation will be based on actual costs.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the First Amendment to the Phasing Agreement on or about November 21, 2017 between Hays County and Development Solutions Carter, LLC for the Carter Subdivision executed.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

STRICKLAND

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

The phasing agreement for the Carter Subdivision was approved in 2017. The original agreement was submitted for the Carter Subdivision in order to continue developing their project under the requirements that were in place at the time the first phase was submitted. The agreement identifies the street and drainage standards that that will be adhered to, identifies the review fees to be paid per a schedule for phasing, and provisions for expiration of the project.

The developer is submitting an updated phasing table exhibit for the Carter Subdivision. Updated phasing table is in backup.

**FIRST AMENDMENT TO**  
**PHASING AGREEMENT – CARTER SUBDIVISION**

This First Amendment to the Phasing Agreement for the Carter Subdivision (“Amendment”) is made this 7<sup>th</sup> day of April, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Development Solutions Carter, LLC (hereinafter referred to as “Subdivision Declarant”). The County and Subdivision Declarant are sometimes hereinafter collectively referred to as “the parties to this Agreement” or “the parties.” The original Phasing Agreement for Carter Subdivision was executed by the parties on or about November 21, 2017.

**Section 2.03 “Exhibit B” referenced in this section of the Phasing Agreement for Carter Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 2.04 “Exhibit B” referenced in this section of the Phasing Agreement for Carter Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 4.02 “Exhibit B” referenced in this section of the Phasing Agreement for Carter Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

**This First Amendment to the Phasing Agreement for Carter Subdivision is hereby executed this the 7th day of April, 2020, as is evidenced by the authorized signatures of the Parties, below.**

**DEVELOPMENT SOLUTIONS CARTER, LLC**

**COUNTY**

\_\_\_\_\_  
**BY:**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST:** \_\_\_\_\_  
**ELAINE CARDENAS**  
**HAYS COUNTY CLERK**



**Exhibit B**

**Proposed Phasing**

<b>PHASE</b>	<b>APPROXIMATE LOT COUNT</b>	<b>FINAL PLAT SUBMIT SUBMISSION</b>
Phase 1	98 lots	2021
Phase 2	137 lots	2022

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about November 21, 2017 between Hays County and Development Solutions CW, LLC for the Crosswinds Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

STRICKLAND

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

The phasing agreement for the Crosswinds Subdivision was approved in 2017. The original agreement was submitted for the Crosswinds Subdivision in order to continue developing their project under the requirements that were in place at the time the first phase was submitted. The agreement identifies the street and drainage standards that that will be adhered to, identifies the review fees to be paid per a schedule for phasing, and provisions for expiration of the project.

The developer is submitting an updated phasing table exhibit for the Crosswinds Subdivision. Updated phasing table is in backup.

**FIRST AMENDMENT TO**  
**PHASING AGREEMENT – CROSSWINDS**  
**SUBDIVISION**

This First Amendment to the Phasing Agreement for the Crosswinds Subdivision (“Amendment”) is made this 7<sup>th</sup> day of April, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Development Solutions CW, LLC (hereinafter referred to as “Subdivision Declarant”). The County and Subdivision Declarant are sometimes hereinafter collectively referred to as “the parties to this Agreement” or “the parties.” The original Phasing Agreement for Crosswinds Subdivision was executed by the parties on or about November 21, 2017.

**Section 2.03 “Exhibit B” referenced in this section of the Phasing Agreement for Crosswinds Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 2.04 “Exhibit B” referenced in this section of the Phasing Agreement for Crosswinds Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 4.02 “Exhibit B” referenced in this section of the Phasing Agreement for Crosswinds Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

**This First Amendment to the Phasing Agreement for Crosswinds Subdivision is hereby executed this the 7th day of April, 2020, as is evidenced by the authorized signatures of the Parties, below.**

**DEVELOPMENT SOLUTIONS CW, LLC**

**COUNTY**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST:** \_\_\_\_\_  
**ELAINE CARDENAS**  
**HAYS COUNTY CLERK**

**Exhibit B**  
**Proposed Phasing**

<b>PHASE</b>	<b>APPROXIMATE LOT COUNT</b>	<b>FINAL PLAT SUBMIT SUBMISSION</b>
Phase 1	227 Lots	Complete
Phase 2	260 Lots	Complete
Phase 3	270 Lots	Anticipated 2021
Phase 4	256 Lots	Anticipated 2022
Phase 5	215 Lots	Anticipated 2024
Phase 6	209 Lots	Anticipated 2025

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about November 21, 2017 between Hays County and Development Solutions CAT, LLC for the Caliterra Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

STRICKLAND

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

The phasing agreement for the Caliterra Subdivision was approved in 2017. The original agreement was submitted for the Caliterra Subdivision in order to continue developing their project under the requirements that were in place at the time the first phase was submitted. The agreement identifies the street and drainage standards that that will be adhered to, identifies the review fees to be paid per a schedule for phasing, and provisions for expiration of the project.

The developer is submitting an updated phasing table exhibit for the Caliterra Subdivision. Updated phasing table is in backup.

**FIRST AMENDMENT TO**  
**PHASING AGREEMENT – CALITERRA**  
**SUBDIVISION**

This First Amendment to the Phasing Agreement for the Caliterra Subdivision (“Amendment”) is made this 7<sup>th</sup> day of April, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Development Solutions CAT, LLC (hereinafter referred to as “Subdivision Declarant”). The County and Subdivision Declarant are sometimes hereinafter collectively referred to as “the parties to this Agreement” or “the parties.” The original Phasing Agreement for Caliterra Subdivision was executed by the parties on or about November 21, 2017.

**Section 2.03 “Exhibit B” referenced in this section of the Phasing Agreement for Caliterra Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 2.04 “Exhibit B” referenced in this section of the Phasing Agreement for Caliterra Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 4.02 “Exhibit B” referenced in this section of the Phasing Agreement for Caliterra Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

**This First Amendment to the Phasing Agreement for Caliterra Subdivision is hereby executed this the 7<sup>th</sup> day of April, 2020, as is evidenced by the authorized signatures of the Parties, below.**

**DEVELOPMENT SOLUTIONS CAT, LLC**

**COUNTY**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST:** \_\_\_\_\_  
**ELAINE CARDENAS**  
**HAYS COUNTY CLERK**

## Exhibit B

### Proposed Phasing

PHASE	APPROXIMATE LOT COUNT	FINAL PLAT SUBMIT SUBMISSION
Phase 1 Section 1	61 lots	built
Phase 1 Section 2	19 lots	built
Phase 1 Section 3	22 lots	built
Phase 1 Section 4	18 lots	built
Phase 2 Section 5	0 lots	built
Phase 2 Section 7	114 lots	built
Phase 2 Section 8	89 lots	built
Phase 3 Section 9	82 lots	2019
Phase 3 Section 10	22 lots	2021
Phase 4 Section 11	103 lots	2020
Phase 4 Section 12	41 lots	2021
Phase 5 Section 13	32 lots	2021
Phase 5 Section 14	24 lots	2021

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the First Amendment to the Phasing Agreement executed on or about April 24, 2018 between Hays County and Kyle Three Partners, LP and K Marcos, LLC for the Sunset Oaks Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

STRICKLAND

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

The phasing agreement for the Sunset Oaks Subdivision was approved in 2019. The original agreement was submitted for the Sunset Oaks Subdivision in order to continue developing their project under the requirements that were in place at the time the first phase was submitted. The agreement identifies the street and drainage standards that that will be adhered to, identifies the review fees to be paid per a schedule for phasing, and provisions for expiration of the project.

The developer is submitting an updated naming convention exhibit for the Sunset Oaks Subdivision. The developer is want to name half of the subdivision HyMeadow Subdivision. Updated layout exhibit is in backup.



**FIRST AMENDMENT TO**  
**PHASING AGREEMENT – SUNSET OAKS**  
**SUBDIVISION**

This First Amendment to the Phasing Agreement for the Sunset Oaks Subdivision (“Amendment”) is made this 7<sup>th</sup> day of April, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Kyle Three Partners, LP, a Texas limited partnership and K Marcos, LLC, a Texas limited liability company (hereinafter referred to as “Subdivision Declarant”). The County and Subdivision Declarant are sometimes hereinafter collectively referred to as “the parties to this Agreement” or “the parties.” The original Phasing Agreement for Sunset Oaks Subdivision was executed by the parties on or about April 24, 2018

**Section 2.03 “Exhibit B” referenced in this section of the Phasing Agreement for Sunset Oaks Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 2.04 “Exhibit B” referenced in this section of the Phasing Agreement for Sunset Oaks Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

**Section 4.02 “Exhibit B” referenced in this section of the Phasing Agreement for Anthem Subdivision is being replaced with the attached “Exhibit B” regarding the phasing table for the Project.**

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

**This First Amendment to the Phasing Agreement for Sunset Oaks Subdivision is hereby executed this the 7th day of April, 2020, as is evidenced by the authorized signatures of the Parties, below.**

**KYLE THREE PARTNERS, LP**

**COUNTY**

BY: \_\_\_\_\_

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

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

\_\_\_\_\_

**HAYS COUNTY, TEXAS  
RUBEN BECERRA  
HAYS COUNTY JUDGE**

**K MARCOS, LLC**

**ATTEST: \_\_\_\_\_**

**ELAINE CARDENAS  
HAYS COUNTY CLERK**

BY: \_\_\_\_\_

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

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

## Exhibit B

### Proposed Phasing

	Section, Phase #	Approximate Lot Count	Approximate Final Plat Submission
Sunset Oaks	Section 1, Phase 1	157	2018
	Section 1, Phase 2	150	2020
	Section 1, Phase 3	115	2022
Hymeadow	Section 2, Phase 1	149	2019
	Section 2, Phase 2	162	2020
	Section 2, Phase 3	125	2022
Hymeadow	Section 3, Phase 1	81	2019
	Section 3, Phase 2	87	2019
	Section 3, Phase 3	323	2022
Sunset Oaks	Section 4, Phase 1A	161	2019
	Section 4, Phase 1B	124	2019
	Section 4, Phase 2A	138	2020
	Section 4, Phase 2B	131	2020
	Section 4, Phase 3	338	2022

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider a trustee resale bid submitted by Ganymede Enterprises, LLC in the amount of \$3,200 for .0832 acres located on Saltillo Street in San Marcos, TX.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 7, 2020	n/a

#### LINE ITEM NUMBER

n/a

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	BECERRA	INGALSBE

#### SUMMARY

On 9/5/2000 San Marcos CISD became Trustee of this property after it failed to sell at a tax sale to recoup property taxes. The current amount due on the property, good through March 31, 2020, is \$1,439.79. The school district has approved of this bid.

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

**TAX RESALE DEED**

**STATE OF TEXAS**

**X**

**X KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF HAYS**

**X**

That **San Marcos Consolidated Independent School District, Trustee**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$3,200.00 cash in hand paid by:

**Ganymede Enterprises, LLC  
P.O Box 2206  
Canyon Lake, TX 78133**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 4689, San Marcos Independent School District, et al vs. Manuel Ortiz, et al**, in the district court of said county, said property being located in Hays County, Texas, and described as follows:

**All that certain lot, tract or parcel of land being the Southwesterly 28 feet of Lot 5, Block 11, C.D. Wallace Subdivision, according to the map or plat thereof recorded in Volume 136, Page 110, Deed Records of Hays County, Texas. Account No. 11-9315-1100-00500-3 (R47051)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF San Marcos Consolidated Independent School District has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

John McGlothlin, President of the Board of Trustees  
San Marcos Consolidated Independent School District  
Hays County, Texas

**STATE OF TEXAS**

**X**

**COUNTY OF HAYS**

**X**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the President of the Board of Trustees, San Marcos Consolidated Independent School District.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

After recording return to:

**Ganymede Enterprises, LLC  
P.O Box 2206  
Canyon Lake, TX 78133**

IN TESTIMONY WHEREOF the City of San Marcos has caused these presents to be executed  
this 18th day of March, 2020.

BY: Jane Hughson  
Jane Hughson, Mayor  
City of San Marcos  
Hays County, Texas

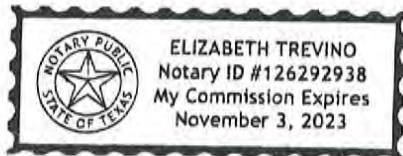
STATE OF TEXAS

X

COUNTY OF HAYS

X

This instrument was acknowledged before me on this 18th day of March, 2020, by the Mayor of the City of San Marcos.



Elizabeth Trevino  
Notary Public, State of Texas  
My Commission Expires: 11-03-2023

IN TESTIMONY WHEREOF Hays County has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

Ruben Becerra  
County Judge  
Hays County, Texas

**STATE OF TEXAS**

**X**

**COUNTY OF HAYS**

**X**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the County Judge of Hays County, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

After recording return to:

**Ganymede Enterprises, LLC**  
**P.O Box 2206**  
**Canyon Lake, TX 78133**



# R47051

317  
SALTILLO ST  
R47008

322 SALTILLO  
ST R47057

315 SALTILLO  
ST R47009

320 SALTILLO  
ST R47056

313 SALTILLO  
ST R47010

318 SALTILLO  
ST R47055

311  
SALTILLO  
ST R47011

316 SALTILLO  
ST R47054

321  
DURANGO  
ST R47059

309  
SALTILLO  
ST R47012

319 DURANGO  
ST R47060

314 SALTILLO  
ST R47053

312 SALTILLO  
ST R47052

317 DURANGO  
ST R47061

308 SALTILLO  
ST R47050

310  
SALTILLO  
ST R47051

315 DURANGO  
ST R47062

304 SALTILLO  
ST R47049

313 DURANGO  
ST R47064

302  
SALTILLO ST  
R47048

309 DURANGO  
ST R47065

307 DURANGO  
ST R47066

312  
DURANGO  
ST R47085

303 DURANGO  
ST R47067

310 DURANGO  
ST R47084

301 DURANGO  
ST R47068

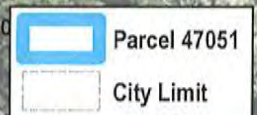
306 DURANGO  
ST R47082



Date: 3/11/2020

0 50 100 Feet

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. It presents only the approximate relative location of property boundaries.  
B:\Current\2017\Department Projects and File Geodatabases\Finance\R47051.mxd





# Account Summary

Jenifer OKane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Visit us at [www.hayscountytax.com](http://www.hayscountytax.com)

Property: 11-9315-1100-00500-3  
Quick Ref ID: R47051  
Owner: SAN MARCOS CISD TRUSTEE  
Situation Address: SALTILLO ST SAN MARCOS, TX 78666  
Legal Description: C D WALLACE, BLOCK 11, LOT SW 28 FT OF 5, ACRES 0.0832, \* EXEMPT % 09/05/00

SAN MARCOS CISD TRUSTEE  
% HAYS COUNTY TAX OFFICE  
COURTHOUSE ANNEX  
102 N LBJ DR  
SAN MARCOS, TX 78666

Assessment Values  
LAND HS: 0  
LAND NHS: 4,620 Exemptions: EX  
IMP HS: 0  
IMP NHS: 0  
AG MKT VALUE: 0  
AG USE VALUE: 0

Tax Bill (Effective Date: 03/27/2020) Balance Due if Paid By March 31, 2020: 1,439.79

Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
1996							
City Of San Marcos	13.55	13.55	39.30	7.92		0.00	60.77
Hays County	12.14	12.14	35.20	7.10		0.00	54.44
San Marcos CISD	43.27	43.27	125.49	25.32		0.00	194.08
Special Road Dist	1.95	1.95	5.65	1.14		0.00	8.74
Upper San Marcos	0.62	0.62	1.79	0.36		0.00	2.77
Totals	71.53	71.53	207.43	41.84		0.00	320.80
1997							
City Of San Marcos	13.40	13.40	37.26	7.60		0.00	58.26
Hays County	11.68	11.68	32.47	6.63		0.00	50.78
San Marcos CISD	42.75	42.75	118.85	24.24		0.00	185.84
Special Road Dist	2.61	2.61	7.25	1.48		0.00	11.34
Upper San Marcos	0.46	0.46	1.28	0.26		0.00	2.00
Totals	70.90	70.90	197.11	40.21		0.00	308.22
1998							
City Of San Marcos	13.40	13.40	35.65	7.36		0.00	56.41
Hays County	11.68	11.68	31.06	6.41		0.00	49.15
San Marcos CISD	47.74	47.74	126.99	26.21		0.00	200.94
Special Road Dist	2.61	2.61	6.94	1.43		0.00	10.98
Totals	75.43	75.43	200.64	41.41		0.00	317.48
1999							
City Of San Marcos	14.20	14.20	36.06	7.53		0.00	57.79
Hays County	11.02	11.02	27.99	5.85		0.00	44.86
San Marcos CISD	44.47	44.47	112.96	23.62		0.00	181.05
Special Road Dist	2.96	2.96	7.52	1.57		0.00	12.05
Totals	72.65	72.65	184.53	38.57		0.00	295.75
2000							
City Of San Marcos	9.61	9.61	23.26	4.93		0.00	37.80
Hays County	7.46	7.46	18.04	3.82		0.00	29.32
San Marcos CISD	31.16	31.16	75.41	15.98		0.00	122.55
Special Road Dist	2.00	2.00	4.84	1.03		0.00	7.87

# Account Summary

Jenifer OKane Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

Property: 11-9315-1100-00500-3  
 Quick Ref ID: R47051  
 Owner: SAN MARCOS CISD TRUSTEE  
 Situs Address: SALTILLO ST SAN MARCOS, TX 78666  
 Legal Description: C D WALLACE, BLOCK 11, LOT SW 28 FT OF 5, ACRES 0.0832, \* EXEMPT % 09/05/00

Tax Bill (Effective Date: 03/27/2020)		Balance Due if Paid By March 31, 2020:					1,439.79
Bill		Levy	Collection				
	Levy	Balance	P & I	Penalty	Date Paid	Amt Paid	Balance
Totals	50.23	50.23	121.55	25.76		0.00	197.54
Totals	340.74	340.74	911.26	187.79		0.00	1,439.79

Balance Due if Paid By March 31, 2020: 1,439.79

Pay By	Total Due
April 30, 2020	1,443.71
May 31, 2020	1,447.66
June 30, 2020	1,451.55

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2021.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Marisol Villarreal-Alonzo

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Attachment: FY 2021 Budget Calendar



# Hays County FY 2021 BUDGET CALENDAR

## May

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## June

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 8th	Budget notification sent to all departments
May 18th	Deadline for entering Requested Budget into NWS financial software
May 18th - June 22nd	Auditor's Office will review all request, import all salary data and create personnel and capital equipment schedules
June 23rd	Notification sent to County Judge and Commissioners that requested budgets are completed
June 24th - July 24th	County Judge prepares recommended budget and meets with department heads as needed
July 25th	Chief appraiser certifies approved appraisal roll
July 28th	County Judge presents recommended budget to Commissioners Court and files a copy with the County Clerk and on website
August 11th	Budget workshop - 10:00 a.m. Commissioners Court
August 18th	Budget workshop - 10:00 a.m. Commissioners Court
August 25th	Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1)
August 28th	Publish notice of public hearings on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received)
September 8th	Public hearing on tax rate (if needed) at least 7 days after public notice))
September 15th	Second public hearing on tax rate (if needed) at least 3 days after the 1st tax rate hearing))
September 22nd	Public Hearing on the FY 2020 budget
	Set salaries of Elected Officials
	Adopt budget after making final changes
	Set tax rate and levy taxes (at least 3 days but no more than 14 days after 2nd public hearing)
September 30th	File final approved budget with County Clerk

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Development Agreement between Hays County and 290 East Bush, Inc., related to Ledge Stone Commercial Condominiums.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

STRICKLAND

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

See attached Development Agreement

**DEVELOPMENT AGREEMENT  
FOR  
LEDGE STONE COMMERCIAL  
CONDOMINIUMS**

between

Hays County, Texas, a political subdivision of the State of Texas

and

290 East Bush, Inc., a Texas corporation

**DEVELOPMENT AGREEMENT  
FOR  
LEDGE STONE COMMERCIAL CONDOMINIUMS**

This Development Agreement for Ledge Stone Commercial Condominiums (this “**Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between Hays County, Texas, a political subdivision of the State of Texas (the “**County**”), and 290 East Bush, Inc., a Texas corporation (“**Declarant**”). The County and Declarant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. Declarant previously filed that certain Declaration of Condominium Regime for Ledge Stone Commercial Condominiums, recorded under Document No. 19034369, Official Public Records of Hays County, Texas (the “**Declaration**”). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Declaration.

B. The Declaration establishes Ledge Stone Commercial Condominiums, a commercial condominium regime (the “**Regime**”), on Lot 1, Block A, Bush Ranch Phase Four, Section One, a subdivision in Hays County, Texas, according to the map or plat thereof recorded as Document No. 19030284, Official Public Records of Hays County, Texas (the “**Property**”).

C. Ledge Stone Commercial Condominium Association, Inc., a Texas nonprofit corporation (the “**Association**”), is the property owners’ association formed to administer the terms and conditions of the Declaration.

D. Declarant and the County wish to enter into this Agreement to provide an alternative to the County’s typical regulatory process for development in order to promote state and local development and to stimulate business and commercial activity in the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the County and Declarant hereby agree as follows:

1. **Regime Defined.** As of the Effective Date, the Regime consists of Common Elements and three (3) Units, as more particularly described and shown on the initial condominium plat (the “**Condominium Plat**”) for the Regime, prepared in accordance with Chapter 82 of the Texas Property Code (the “**Act**”), and attached hereto as Attachment 1.

- i. **Number of Units.** The maximum number of Units permitted in the Regime is twelve (12). Accordingly, Declarant is permitted to create nine (9) additional Units within the Regime by reconfiguring one or more of the existing Units. In the event Declarant elects to add Units to the regime, this Agreement shall be amended or supplemented in accordance with Section 6 to include an updated Condominium Plat, showing the reconfigured Units and Common Elements.

That updated Condominium Plat shall be delivered to County (Development Services) pursuant to Section 6, below. The Parties agree that the County may prohibit the filing of a Condominium Plat that causes Units to violate Hays County Subdivision and Development Regulations, including but not limited to rules related to lot-sizing.

- ii. First Supplement. Notwithstanding any term or provision herein to the contrary, by executing this Agreement, the County evidences its consent to the updated Condominium Plat attached hereto as Attachment 2, which reconfigures Unit 1 to include three (3) additional Units.

**2. Development Standards.** Streets, driveways, sidewalks, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Property to be constructed by Declarant will be constructed substantially in accordance with Applicable Law, including without limitation, the Hays County Development Regulations. Without limiting the generality of the foregoing sentence, the Declarant hereby agrees as follows:

- i. Public Roadways and Drainage. Drainage improvements and any public roadways shall substantially comply with Hays County's Specifications for Roadway Design, Paving, and Drainage Improvements. No portion of the Property is located within a designated 100 year flood plain as delineated on the Flood Insurance Rate Map Panel No. 48209C 0128F, with an effective date of September 5, 2005, as prepared by the Federal Emergency Management Agency.
- ii. Private Driveways. The Regime is anticipated to include private drives (whether one or more, the "**Private Drive**") providing access to and from the Units and/or Common Elements and a public right-of-way. Any Private Drive will be maintained by the Unit Owner(s) and/or the Association and in no event will any Private Drive be dedicated to or maintained by the County. Declarant agrees that it will need to attain a driveway permit for any access from the development onto a County roadway. Declarant also agrees that Hays County has no authority to grant driveway permits onto roadways maintained by the State of Texas, which is the responsibility of the Texas Department of Transportation (TXDOT).
- iii. Water and Wastewater Service. Water service to the Property will be provided by West Travis County Public Utility Agency and its successors. Wastewater service to the Property will be provided by the Hays County Municipal Utility District No. 4 and its successors. Letters from these entities indicating that they will serve Ledge Stone Commercial Condominiums shall include service of the maximum number of Units allowable under this Agreement.



The Property is within the limited purpose jurisdiction of the City of Dripping Springs, Texas (the “City”), and the City may now or hereinafter be the Reviewing Authority (as defined in the Hays County Development Regulations) for certain applications pertaining to development of the Property. The County hereby acknowledges and agrees that for any improvements or other matters for which the City is the Reviewing Authority: (a) the County will accept the City’s approval of any such improvements or matters; and (b) the County will not require Declarant to submit any additional applications to the County.

3. **Maintenance of Improvements.** The Property includes or is anticipated to include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are or will be inspected, maintained and administered by the Hays County Municipal Utility District No. 4 (the “MUD”). The Parties agree that the facilities maintained by the MUD will not be dedicated to or maintained by the County. All other improvements within the Regime shall be maintained by the Unit Owner(s) and/or the Association, unless or until such maintenance obligations are otherwise accepted by a governmental or quasi-governmental agency.

4. **Permits and Approvals.** The County acknowledges and agrees the Units may be conveyed by Declarant as unimproved Units, i.e., without any commercial improvements constructed thereon. The County agrees it will not withhold 911 addressing, development permits, driveway permits, or any other permit or approval necessary for construction or occupancy of improvements within the Property, including any Unit or Common Elements, so long as Declarant is in compliance with this Agreement and the applicant complies with all other regulatory items applicable to the Property or for obtaining the necessary permit or approval. In furtherance of the foregoing provision, the County acknowledges and agrees the Property is a legally platted lot and to the extent necessary or required to give effect to this Agreement, the County grants Declarant an exemption from any requirement to prepare, obtain County approval for, and file in the Official Public Records of Hays County, Texas, a subdivision plat for the Property showing the configuration of the Units. The foregoing sentence is not intended to abrogate the County’s right, acting through the Director, to approve the Condominium Plat as expressly set forth in this Agreement.

5. **Term.** This Agreement shall be binding upon the Parties, their successors and assigns commencing on the Effective Date and continuing until expiration or termination of the Development Period, unless earlier terminated in accordance with this Agreement.

6. **Supplement or Amendment and Approval Process.** This Agreement may only be modified, amended or terminated by a written agreement executed by the County and Declarant.

- i. **Role of County’s Staff.** Any items requiring the County’s consent hereunder shall be submitted for approval to the Director of Development Services for Hays County, Texas (the “Director”). Signed authorization from the Director shall be binding on the County.

- ii. Supplement or Amendment. In the event Declarant elects to create additional Units by reconfiguring one or more existing Units, Declarant shall provide the updated supplement, which will include the Condominium Plat, to the Director for approval, which approval will not be unreasonably withheld, conditioned, or delayed so long as Declarant and the Condominium Plat are in compliance with this Agreement and Applicable Law.
- iii. Timing of Approval. The Director will review the Condominium Plat within fifteen (15) days of Declarant's submittal. Within the fifteen (15) day review period, the Director will either approve the Condominium Plat in writing, or, if not approved, provide written comments to Declarant specifying in detail the changes required to obtain the Director's approval. In the event the Director does not approve the Condominium Plat, the Director will have seven (7) days after receipt of a revised Condominium Plat addressing the Director's requested changes to either approve the revised Condominium Plat in writing, or, if not approved, specify in writing with particularity, the requested changes Declarant did not adequately address. The seven (7) day review period will apply to any re-submittal of a Condominium Plat revised to incorporate the Director's requested changes. The Director's failure to approve or disapprove submissions within the stated timeframes as provided herein shall be deemed to constitute the Director's approval of such submissions.

7. Assignment. This Agreement, and the rights and obligations of Declarant hereunder, may be assigned in writing by Declarant in whole or in part. A copy of the assignment document must be delivered to the County. Upon any such assignment, Declarant will be released of any further obligations under this Agreement as to any obligations assigned to and assumed by the assignee.

8. Default. If either Party defaults in its obligations under this Agreement, the non-defaulting Party must, prior to exercising a remedy available to the non-defaulting Party under this Agreement, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

9. Remedies. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement and Applicable Law. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

**10. Certificate of Compliance.** Within fourteen (14) days of written request given by Declarant to the County requesting a statement of compliance with this Agreement, the County will execute and deliver to Declarant a statement certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (ii) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (iii) any other information that may be reasonably requested by Declarant. The County acknowledges and agrees that the Director shall have the authority to issue a certificate of compliance on behalf of the County in accordance with this Section 10.

**11. Notice.** All notices, demands or other communications of any type given by a Party to the other Party pursuant to this Agreement shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and notices delivered by other means shall be effective when received by the Party to whom the same is addressed, and such notices shall be addressed as follows:

To the County:

Director of Development Services - Hays County, Texas  
Attn: Caitlyn Strickland (or successor)  
2171 Yarrington Road  
Kyle, Texas 78640  
Email: cstrickland@co.hays.tx.us

*With copy to:*

Office of General Counsel – Hays County, Texas  
Attn: Mark Kennedy (or successor)  
111 E. San Antonio St. Ste. 202  
San Marcos, Texas 78666  
Email: mark.kennedy@co.hays.tx.us

To Declarant:

290 East Bush, Inc.  
Attn: Charles Hill  
28 Cordillera Trace, Suite 4  
Boerne, Texas 78006  
Email: cphill@dhinv.com

*With copy to:*

Robert D. Burton, Esq.  
401 Congress Ave., Suite 2100  
Austin, Texas 78704  
Email: rburton@winstead.com

Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices.

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

**13. Time of the Essence.** It is expressly agreed by the Parties that time is of the essence with respect to this Agreement and any aspect thereof.

**14. Attorneys' Fees.** In the event either Party commences litigation against the other to enforce its rights hereunder, the substantially prevailing Party in such litigation shall be awarded its reasonable attorneys' fees and expenses incidental to such litigation, including the cost of in-house counsel and any appeals.

**15. Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

**16. Development Fees.** The Parties agree that, at or about the time a condominium plat is filed with the County, whether it be the initial condominium plat or a supplement under Section 6, above, Declarant shall pay a per-Unit fee of four hundred dollars (\$400.00). Declarant shall also pay a one-time application fee of one hundred dollars (\$100.00) upon filing the initial condominium plat.

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

**DECLARANT:**

**290 EAST BUSH, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE COUNTY:**

**HAYS COUNTY, TEXAS,**  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**ATTACHMENT 1**

**CONDOMINIUM PLAT**

*[ATTACHED]*

Plat of

# LEDGE STONE COMMERICAL CONDOMINIUMS

page 1 of 6

## LEGAL DESCRIPTION

LOT 1, BLOCK A, BUSH RANCH PHASE FOUR, SECTION ONE,  
A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO  
THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT  
NO. 19030284 OF THE OFFICIAL PUBLIC RECORDS  
OF HAYS COUNTY, TEXAS.

Prepared: December 19, 2018

THIS PLAT CONTAINS THE INFORMATION  
REQUIRED BY SECTION 82.059 OF THE  
TEXAS UNIFORM CONDOMINIUM ACT

*Anne Thayer*

Anne Thayer

Registered Professional Land Surveyor No. 5850

8-30-19



Units 1 and 2 are subject to a water line easement granted to  
Hill Country Water Supply Corporation as recorded in Volume 940  
Page 71 of the Hays County Official Public Records. Said easement  
applies to that property described in Volume 175  
Page 619 of the Hays County Deed Records. The easement is limited to  
15 feet in width and is centered on the water line as installed.

Units 1, 2 and 3 are subject to a water line easement granted to  
Hill Country Water Supply Corporation as recorded in Volume 1873  
Page 175 of the Hays County Official Public Records. The easement is limited to  
15 feet in width and is centered on the water line as installed and lying  
"approximately adjacent and generally parallel to the road" with rights  
for relocating the easement in the event that the state or county widens  
the road. At the time the easement was dedicated, Ledge Stone Drive,  
Rocky Ridge Trail and Four Star Boulevard were not dedicated.

Units 1, 2, and 3 are subject to terms of that Strategic Partnership  
Agreement recorded in Document No. 201010032815 of the  
Hays County Official Public Records.

## Legend

- ◆ Capped Iron Rod Found  
marked "CMA"
  - ◆ Capped Iron Rod Found  
Marked "Holt Carson, Inc."
  - Concrete Monument Found
  - Calculated Point
  - ⊗ Lamp
  - Overhead Utility Line
  - ⊗ Fire Hydrant
  - GCE= General Common Element
- Guy  
wire

HOLT CARSON, INC.  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
(512) 442-0990

1032024

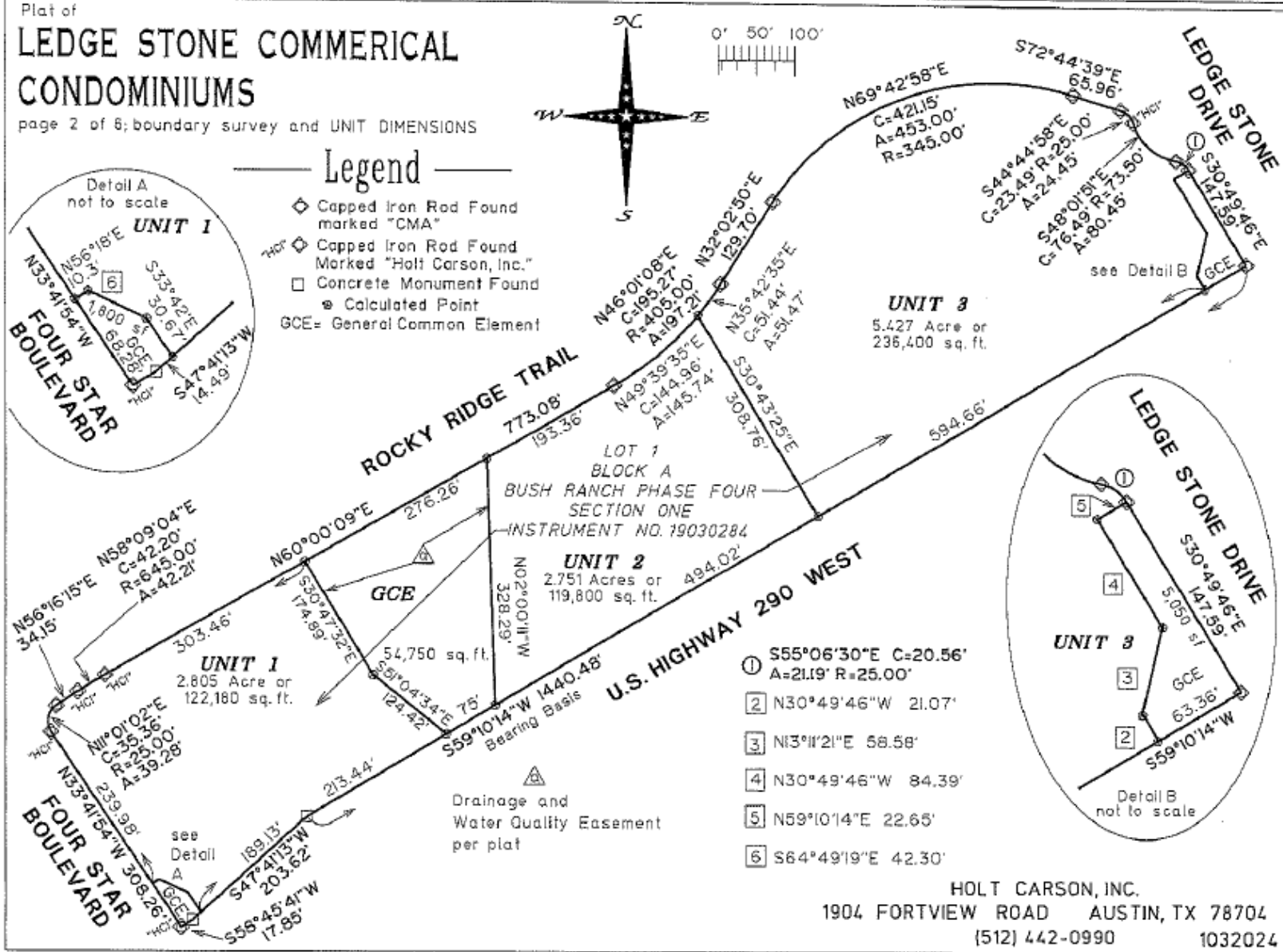
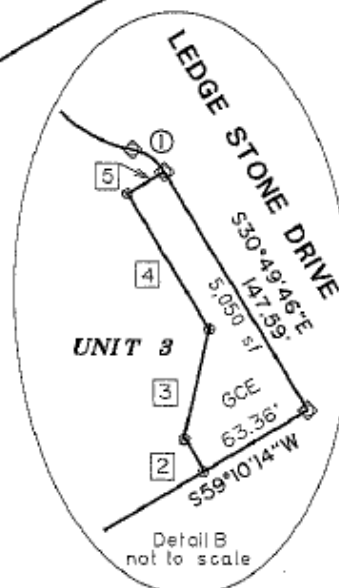
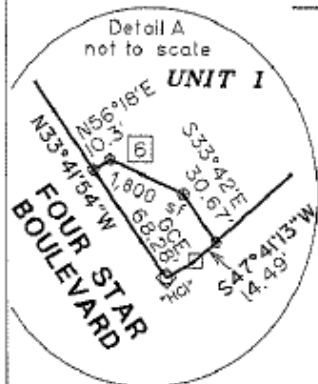
Texas Licensed Surveying Firm No. 10050700

# Plat of LEDGE STONE COMMERCIAL CONDOMINIUMS

page 2 of 6; boundary survey and UNIT DIMENSIONS

## Legend

- ◆ Capped Iron Rod Found marked "CMA"
- ◆ Capped Iron Rod Found Marked "Holt Carson, Inc."
- Concrete Monument Found
- Calculated Point
- GCE= General Common Element

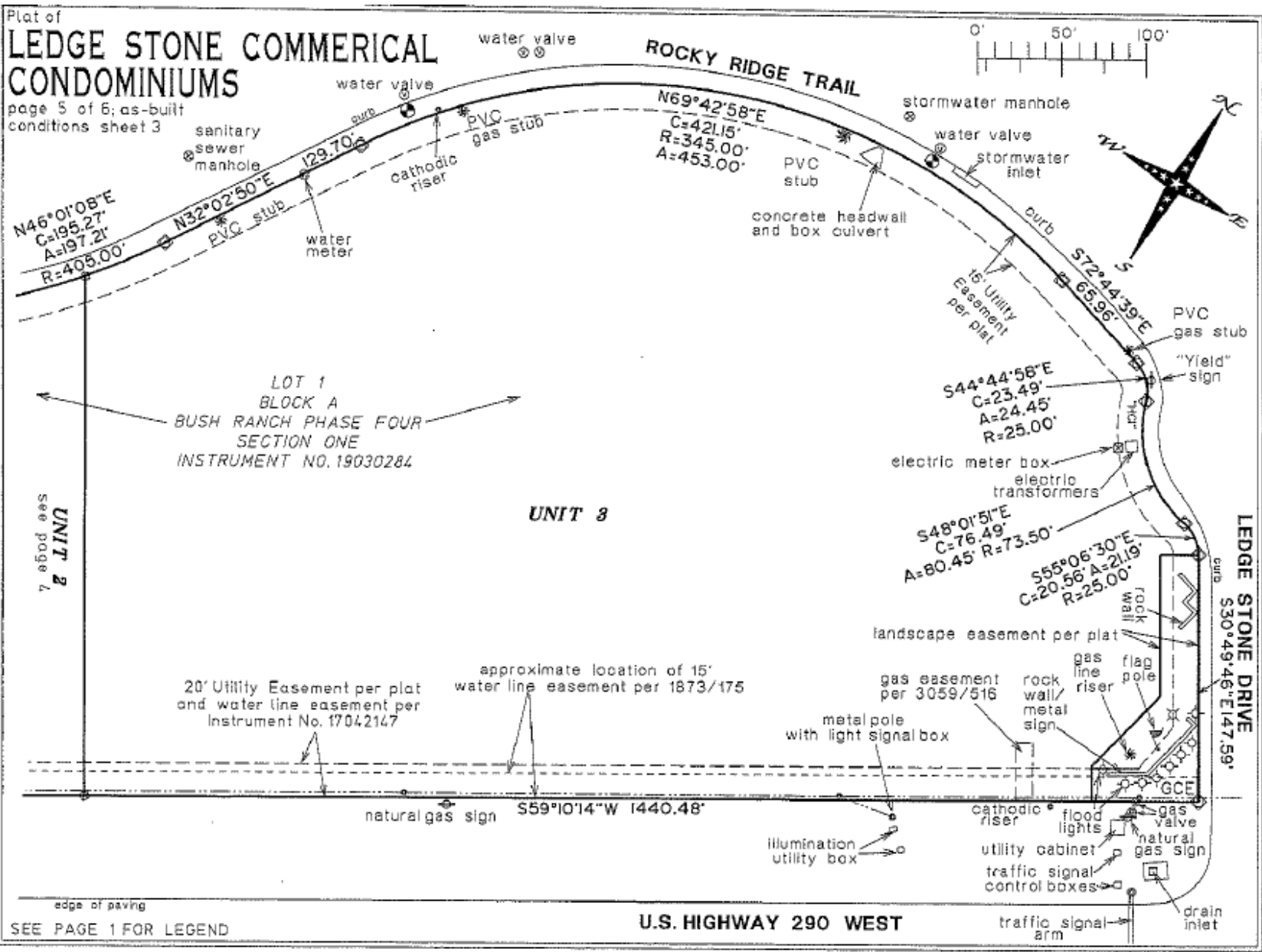


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(512) 442-0990 1032024



See page 4

## U.S. HIGHWAY 290 WEST



14

LEDGE STONE COMMERCIAL CONDOMINIUMS  
 DEVELOPMENT AGREEMENT

# LEDGE STONE COMMERICAL CONDOMINIUMS

page 6 of 6

## GENERAL NOTES

- 1) All improvements and land reflected on the Condominium plat are designated as General Common Elements Subject to Development Rights, save and except portions of the regime designated as Limited Common Elements or Units: (i) in the Declaration of Condominium Regime for Ledge Stone Commercial Condominiums (the "Declaration"); or (ii) on this plat.
- 2) Ownership and use of condominium units are subject to the terms and provisions contained in the Declaration.
- 3) The Units, Limited Common Elements and General Common Elements are subject to all special Declarant rights as set forth in Section 82.003(a)(22) of the Texas Property Code and certain additional rights and reservations in favor of the Declarant as set forth in the Declaration.

1032024

HOLT CARSON, INC.  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
(512) 442-0990

Texas Licensed Surveying Firm No 10050700

**ATTACHMENT 2**

**APPROVED UPDATE TO CONDOMINIUM PLAT**

*[ATTACHED]*

Plat of

# LEDGE STONE COMMERCIAL CONDOMINIUMS

page 1 of 7

## LEGAL DESCRIPTION

LOT 1, BLOCK A, BUSH RANCH PHASE FOUR, SECTION ONE,  
A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO  
THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT  
NO. 19030284 OF THE OFFICIAL PUBLIC RECORDS  
OF HAYS COUNTY, TEXAS.

Prepared: October 7, 2019

THIS PLAT CONTAINS THE INFORMATION  
REQUIRED BY SECTION 82.059 OF THE  
TEXAS UNIFORM CONDOMINIUM ACT



*Anne Thayer*

10-9-19

Anne Thayer

Registered Professional Land Surveyor No. 5850

Units 1-A, 1-B, 1-C, 1-D and 2 as well as the drainage GCE are subject to a water line easement granted to Hill Country Water Supply Corporation as recorded in Volume 940 Page 71 of the Hays County Official Public Records. Said easement applies to that property described in Volume 175 Page 619 of the Hays County Deed Records. The easement is limited to 15 feet in width and is centered on the water line as installed.

Units 1-A, 1-B, 1-C, 2 and 3, as well as the drainage GCE are subject to a water line easement granted to Hill Country Water Supply Corporation as recorded in Volume 1873 Page 175 of the Hays County Official Public Records. The easement is limited to 15 feet in width and is centered on the water line as installed and lying "approximately adjacent and generally parallel to the road" with rights for relocating the easement in the event that the state or county widens the road. At the time the easement was dedicated, Ledge Stone Drive, Rocky Ridge Trail and Four Star Boulevard were not dedicated.

Units 1-A, 1-B, 1-C, 1-D, 2, and 3 are subject to terms of that Strategic Partnership Agreement recorded in Document No. 201010032815 of the Hays County Official Public Records.

## Legend

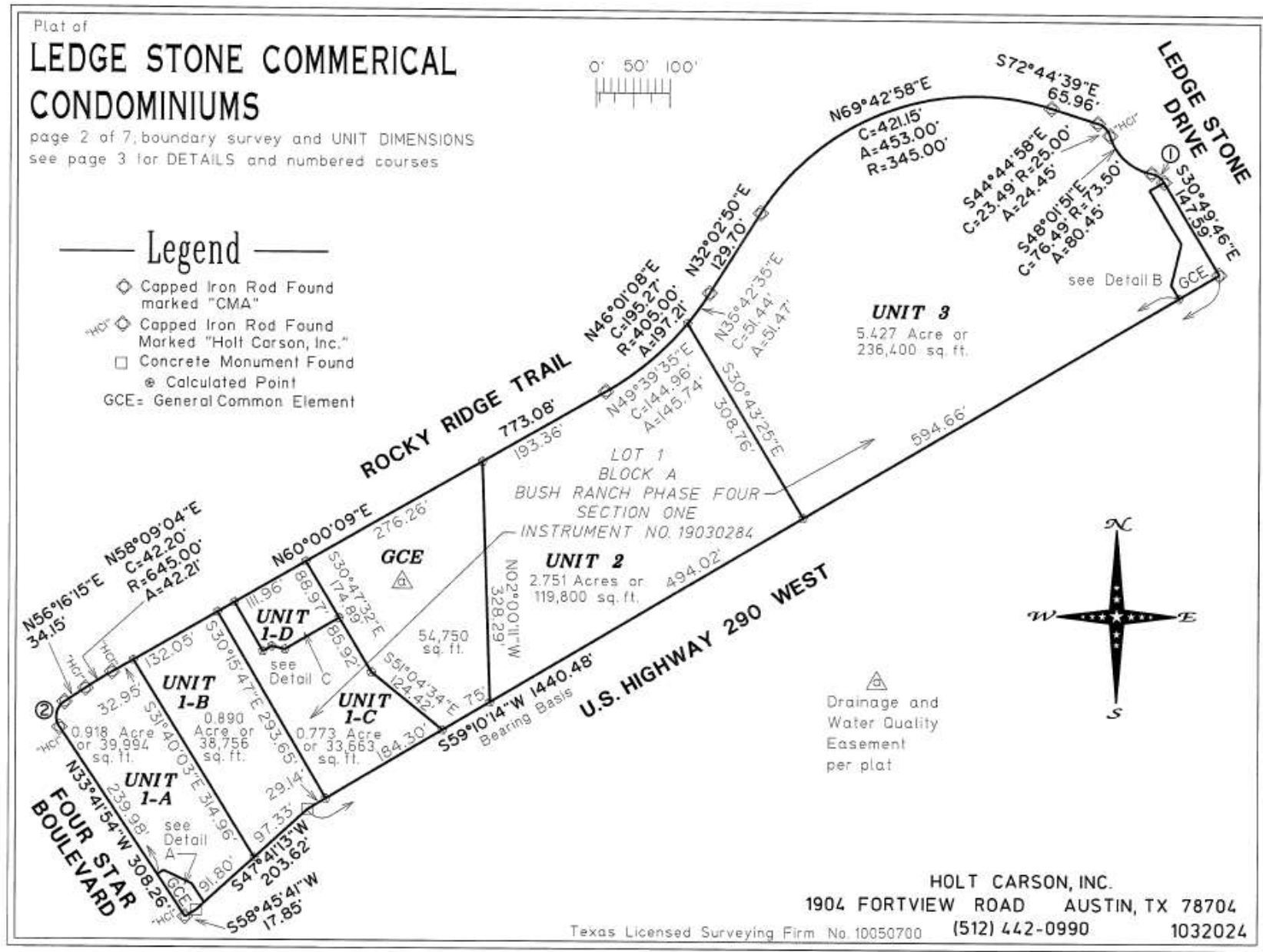
- ◇ Capped Iron Rod Found marked "CMA"
- ◇ Capped Iron Rod Found Marked "Holt Carson, Inc."
- Concrete Monument Found
- \* Calculated Point
- ⊙ Lamp
- Overhead Utility Line
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guy  
wire

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1032024

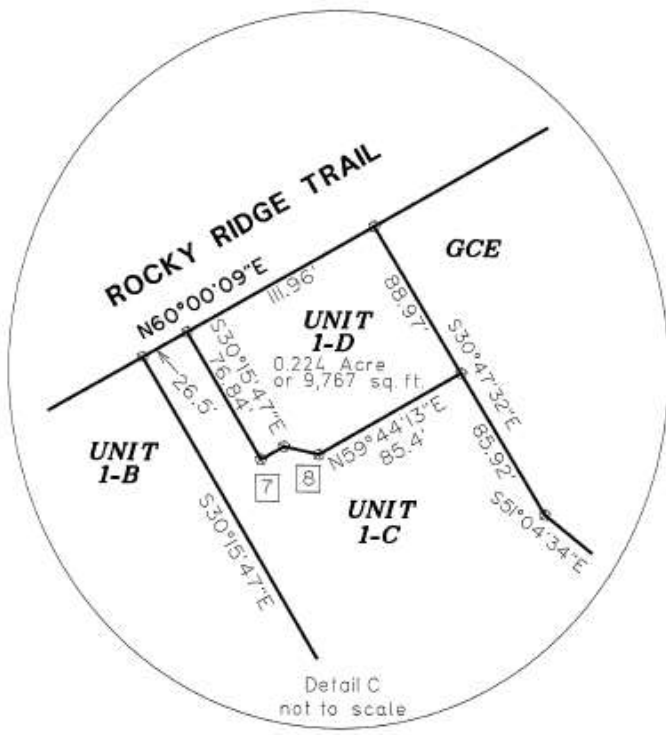
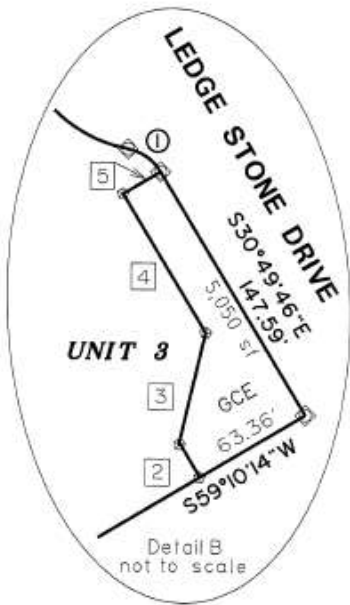
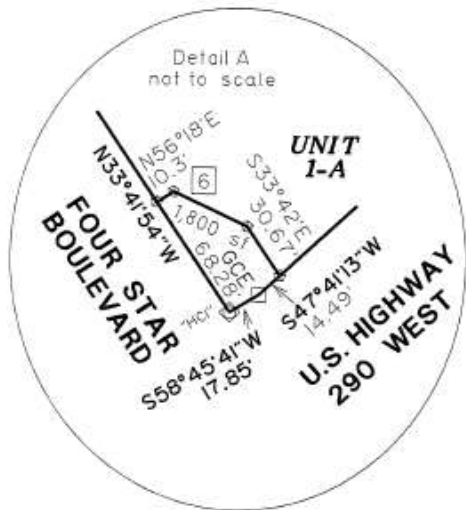
Texas Licensed Surveying Firm No. 10050700



Plat of  
**LEDGE STONE COMMERCIAL  
CONDOMINIUMS**  
page 3 of 7; boundary survey and UNIT DIMENSIONS DETAILS



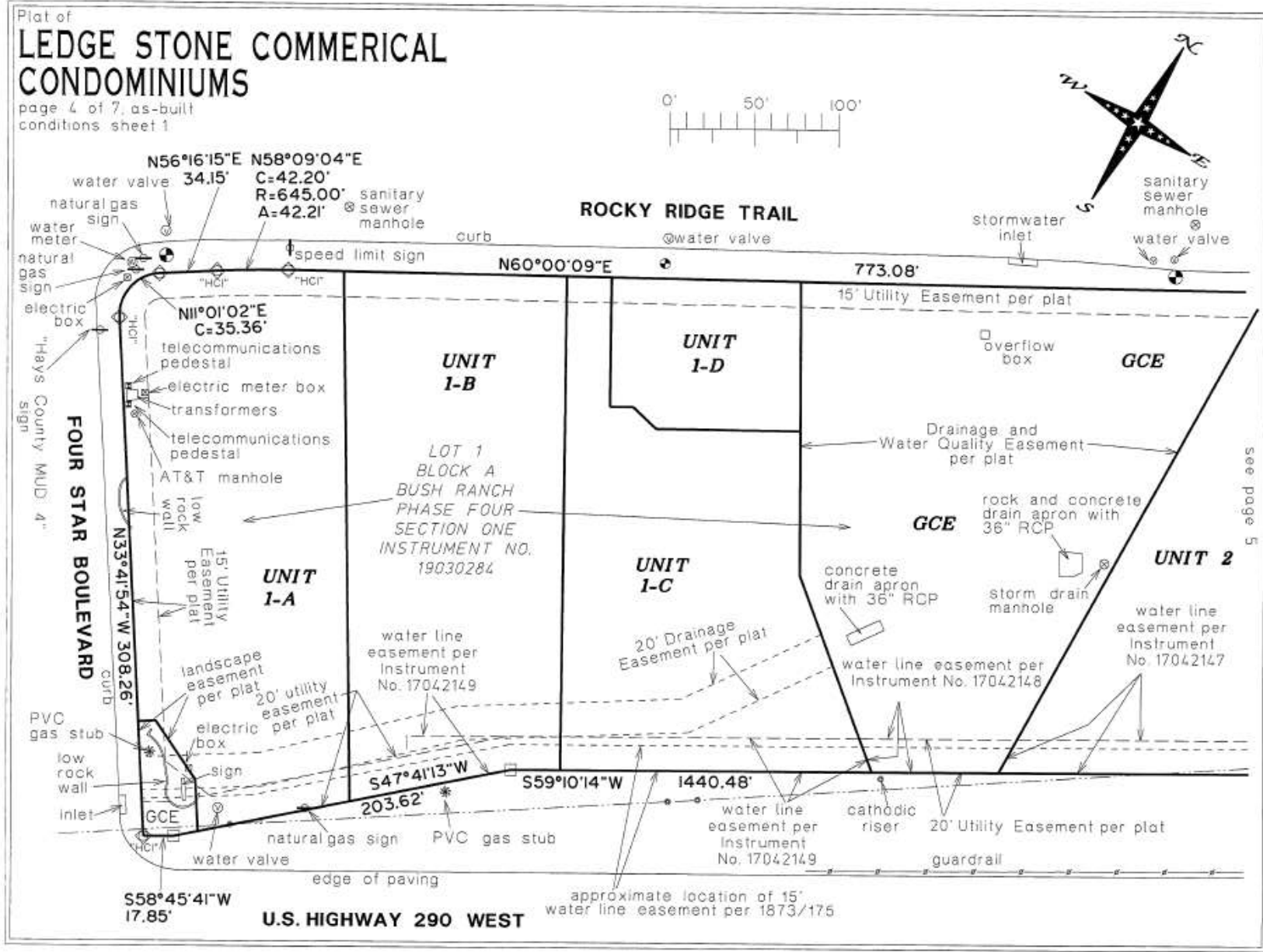
- Legend —
- ⬢ Capped Iron Rod Found marked "CMA"
  - ⬢ Capped Iron Rod Found Marked "Holt Carson, Inc."
  - Concrete Monument Found
  - ⊙ Calculated Point
  - GCE= General Common Element



- ① S55°06'30"E C=20.56'  
A=21.19' R=25.00'
- ① N11°01'02"E C=35.36'  
A=39.28' R=25.00'
- ② N30°49'46"W 21.07'
- ③ N13°11'21"E 58.58'
- ④ N30°49'46"W 84.39'
- ⑤ N59°10'14"E 22.65'
- ⑥ S64°49'19"E 42.30'
- ⑦ N59°44'18"E 13.75'
- ⑧ S77°24'33"E 18.59'

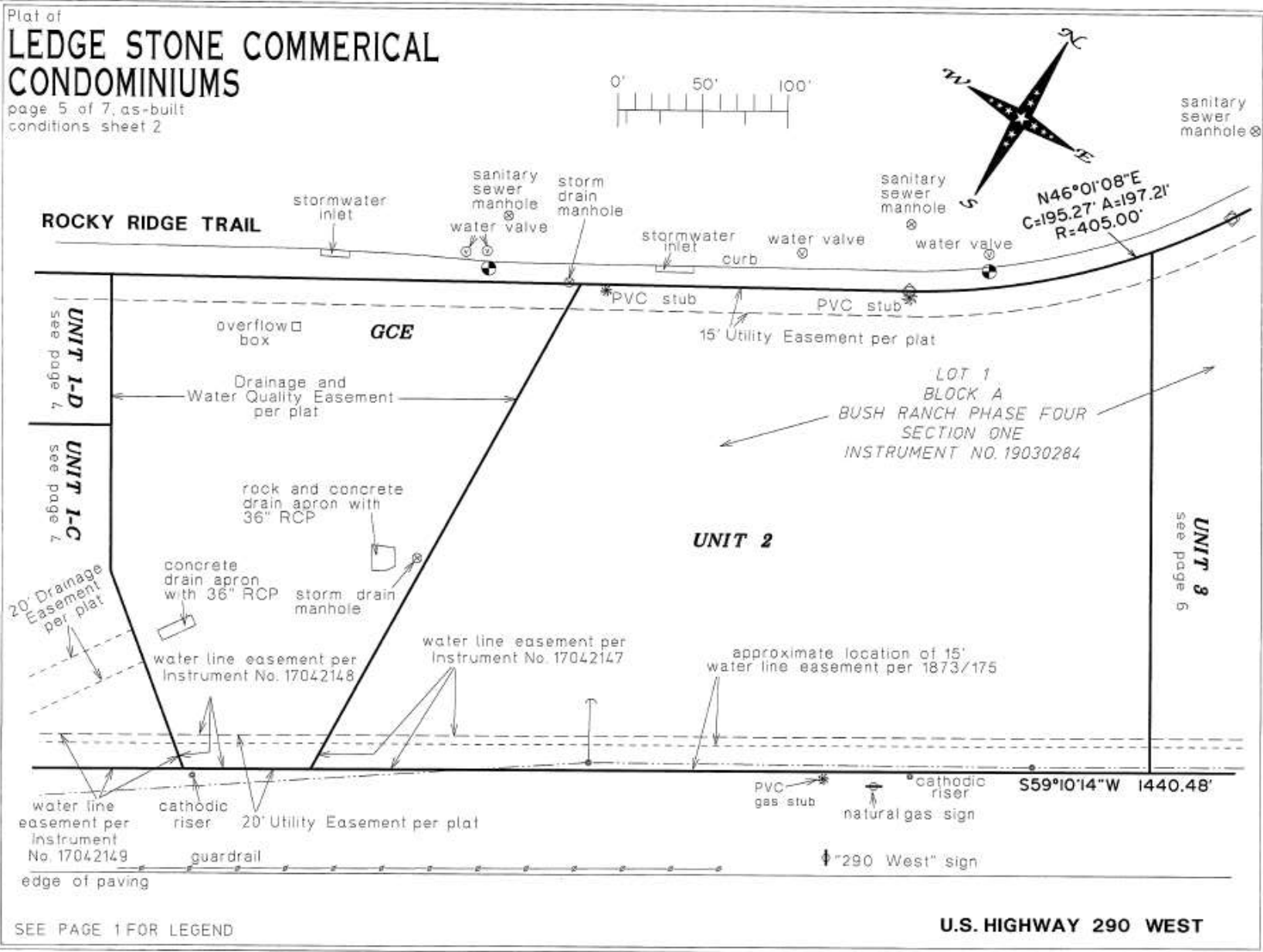
HOLT CARSON, INC.  
1904 FORTVIEW ROAD AUSTIN, TX 78704  
Texas Licensed Surveying Firm No. 10050700 (512) 442-0990 1032024

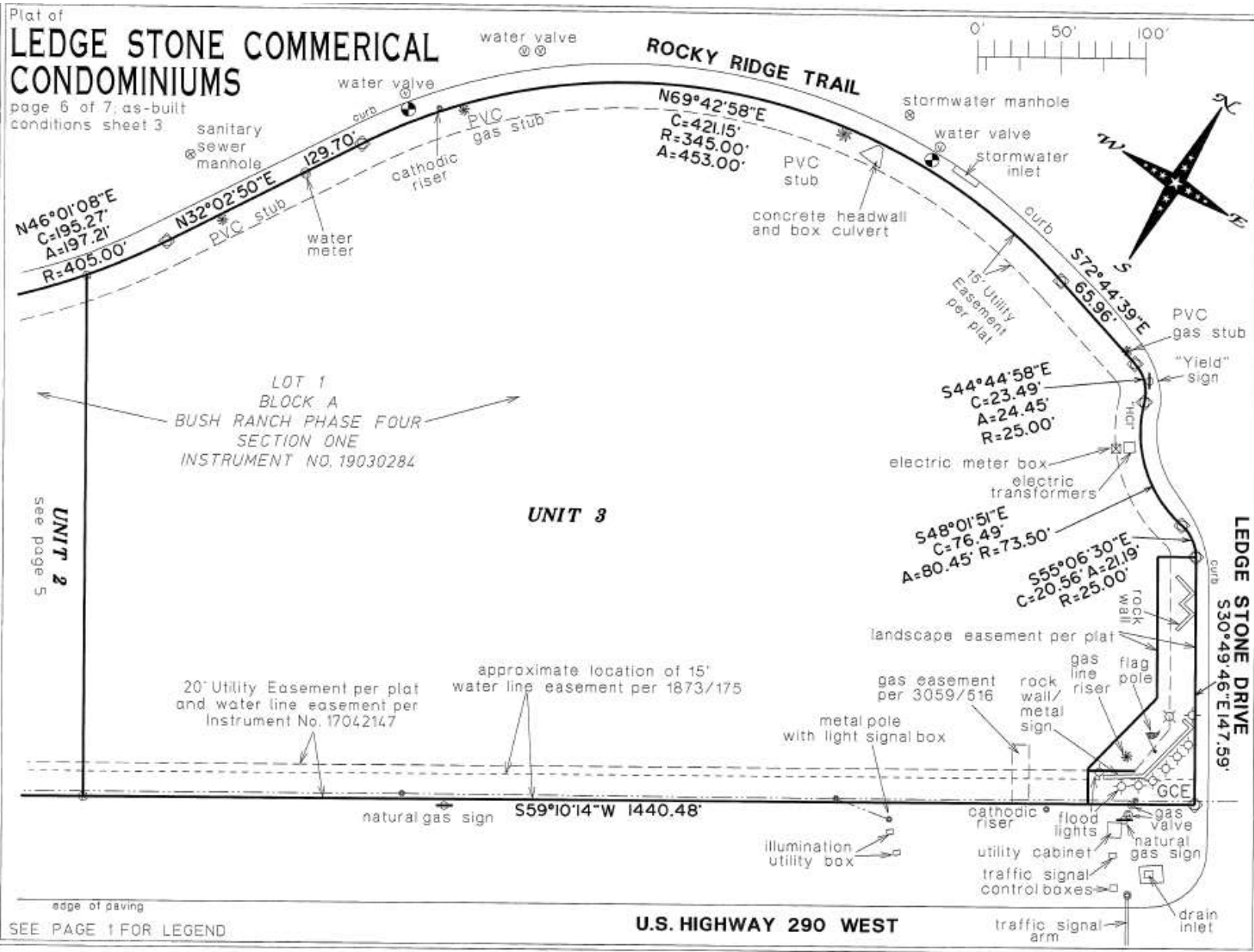




# Plat of LEDGE STONE COMMERCIAL CONDOMINIUMS

page 5 of 7, as-built  
conditions sheet 2





# LEDGE STONE COMMERICAL CONDOMINIUMS

page 7 of 7

## GENERAL NOTES

- 1) All improvements and land reflected on the Condominium plat are designated as General Common Elements Subject to Development Rights, save and except portions of the regime designated as Limited Common Elements or Units; (i) in the Declaration of Condominium Regime for Ledge Stone Commercial Condominiums (the "Declaration"); or (ii) on this plat.
- 2) Ownership and use of condominium units are subject to the terms and provisions contained in the Declaration.
- 3) The Units, Limited Common Elements and General Common Elements are subject to all special Declarant rights as set forth in Section 82.003(a)(22) of the Texas Property Code and certain additional rights and reservations in favor of the Declarant as set forth in the Declaration.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the form of Agreements related to Utility coordination, to be used on Hays County transportation or other capital improvements projects.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

INGALSBE

#### SUMMARY

The form of Utility Agreements hasn't been approved for a number of years. The attached forms are the most recent forms being utilized by Williamson County on its projects. Approval would give Hays County consultants the ability to move forward with the appropriate form without the necessity of having each agreement individually approved by Commissioners Court.

## STANDARD UTILITY AGREEMENT

U-Number:

District:  
Federal Project No.:  
ROW CSJ:  
Highway Project Letting Date:

County:  
Highway:  
From:  
To:

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and \_\_\_\_\_, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: [Enter scope of work here or submission will not be complete] ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

**WHEREAS**, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$ \_\_\_\_\_ as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement – ROW-U-35;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Accounting Method (Attachment "B");
4. Schedule of Work (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
7. Eligibility Ratio (Attachment "F");
8. Betterment Calculation and Estimate (Attachment "G"); and
9. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

#### UTILITY

Utility: \_\_\_\_\_  
Name of Utility

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

\_\_\_\_\_  
Print or Type Name

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

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

#### EXECUTION RECOMMENDED:

\_\_\_\_\_  
Director of TP&D (or designee), District

#### THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
District Engineer (or designee)

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

Initial Date  
TxDOT

Initial Date  
Utility



# **Attachment “A”**

## **Plans, Specifications, and Estimated Costs**

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (\*).

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment “B” Accounting Method

☐ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment “C” Schedule of Work

Estimated Start Date:

Estimated Duration (days):

Estimated Completion Date:

Initial	Date

TxDOT

Initial	Date

Utility

# **Attachment “D” Statement Covering Contract Work**

(ROW-U-48)  
(ROW-U-48-1, if applicable)

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

## **Attachment “E”**

### **Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)**

☐ Utility Joint Use Acknowledgment (ROW–U–JUAA)

☐ Utility Installation Review/Permit Number:

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment “F” Eligibility Ratio

Eligibility Ratio established:            %

- ☐ Non-interstate Highway (Calculation attached)
- ☐ Interstate Highway

\_\_\_\_\_  
Initial                      Date  
TxDOT

\_\_\_\_\_  
Initial                      Date  
Utility

## Attachment “G”

### Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established:                      %  
(Calculation attached)
- ☐ Forced Betterment  
(Provide supporting documentation)
- ☐ Not Applicable

\_\_\_\_\_  
Initial                      Date  
TxDOT

\_\_\_\_\_  
Initial                      Date  
Utility

## Attachment “H” Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A **and**

☐ ROW-U-1B

**Or**

☐ ROW-U-1C

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

\_\_\_\_\_  
Initial      Date  
TxDOT

\_\_\_\_\_  
Initial      Date  
Utility



## STANDARD UTILITY AGREEMENT (BUY AMERICA)

County: \_\_\_\_\_ Highway: \_\_\_\_\_  
Project No.: \_\_\_\_\_ From: \_\_\_\_\_  
Highway Project Letting Date: \_\_\_\_\_ To: \_\_\_\_\_

This Agreement by and between Hays County ("**County**") and \_\_\_\_\_, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway/roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Enter scope of work here or submission will not be complete; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursement provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provision of 23 CFR 645, Subpart B.

**Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. Wilco Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **County** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder are to be submitted to the **County** not later

than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed. The sum of the intermediate payments cannot exceed 100% of the eligible cost.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date which is attached hereto in Attachment "B". If applicable, the **Utility** is required to provide proof of any required municipal and/or TxDOT utility permits to the **County** prior to the commencement of the adjustment, removal, and relocation of the facility. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of **Utility**.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement Wilco-U-35-Buy America;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Schedule of Work (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest (Attachment "E");

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the State and/or auditor with access to any information the State and/or County auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**HAYS COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**Attachment A**  
**Plans, Specifications, and Estimated Costs**

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date:**

**Estimated Duration (days):**

**Estimated Completion Date:**

**Attachment C**  
**Eligibility Ratio**

Eligibility Ratio Established:

- ☐ Non-interstate Highway (Calculation attached)
- ☐ Interstate Highway

## **Attachment D**

### **Betterment Calculation and Estimates**

- ☐ Elective Betterment Ratio established:  
(Calculation attached)
- ☐ Forced Betterment  
Provide supporting documentation)
- ☐ Betterment does not exist in this agreement.

## **Attachment E**

### **Proof of Property Interest**

- ☐ Not an Interstate Highway project  
(easement documentation is attached)
  
- ☐ The roadway improvement project is designated as an Interstate Highway project;  
therefore, no supporting documentation of compensable interest is required.



## STANDARD UTILITY AGREEMENT

County: \_\_\_\_\_ Highway: \_\_\_\_\_  
Project No.: \_\_\_\_\_ From: \_\_\_\_\_  
Highway Project Letting Date: \_\_\_\_\_ To: \_\_\_\_\_

This Agreement by and between Hays County ("**County**"), and \_\_\_\_\_, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway/roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Enter scope of work here or submission will not be complete; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder are to be submitted to the **County** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed. The sum of the intermediate payments cannot exceed 100% of the eligible cost.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date which is attached hereto in Attachment "B". If applicable, the **Utility** is required to provide proof of any required municipal and/or TxDOT utility permits to the **County** prior to the commencement of the adjustment, removal, and relocation of the facility. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, interference by the **County** or any other party with **Utility's** ability to proceed with the work, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of **Utility**.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement Wilco-U-35;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Schedule of Work Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest (Attachment "E");

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **County** Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the **County** Auditor, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the **County** auditor with access to any information the **County** auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

**HAYS COUNTY**

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name*

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

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

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

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

## **Attachment A**

### **Plans, Specifications, and Estimated Costs**

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date:**

**Estimated Duration (days):**

**Estimated Completion Date:**

## **Attachment C**

### **Eligibility Ratio**

Eligibility Ratio Established:

- ☐ Non-interstate Highway (Calculation attached)
- ☐ Interstate Highway

## **Attachment D**

### **Betterment Calculation and Estimates**

- ☐ Elective Betterment Ratio established:  
(Calculation attached)
- ☐ Forced Betterment  
Provide supporting documentation)
- ☐ Betterment does not exist in this agreement.

## **Attachment E**

### **Proof of Property Interest (Easement Documentation)**

## STANDARD UTILITY AGREEMENT

County: \_\_\_\_\_ Highway: \_\_\_\_\_  
Project No.: \_\_\_\_\_ From: \_\_\_\_\_  
Highway Project Letting Date: \_\_\_\_\_ To: \_\_\_\_\_

This Agreement by and between Hays County, a political subdivision of the State of Texas, ("**County**"), and , ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Described work; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.



The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
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6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"; and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

#### UTILITY

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

#### HAYS COUNTY

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

## **Attachment A**

### **Plans, Specifications, and Estimated Costs**

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date:**

**Estimated Completion Date:**

## **Attachment C**

### **Eligibility Ratio**

- ☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.
- ☐ Eligibility Ratio Calculation attached

## **Attachment D**

### **Betterment Calculation and Estimates**

- ☐ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

**Attachment E**  
**Proof of Property Interest**

## **Attachment F**

### **Copy of Approved TxDOT Online Installation Permit**

## Attachment I

### Inclusion in Highway Construction Contract (if applicable)

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway \_\_\_\_\_ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*  
\_\_\_\_\_  
*Print or Type Name*

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

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



## STANDARD UTILITY AGREEMENT

County: \_\_\_\_\_ Highway: \_\_\_\_\_  
Project No.: \_\_\_\_\_ From: \_\_\_\_\_  
Highway Project Letting Date: \_\_\_\_\_ To: \_\_\_\_\_

This Agreement by and between Hays County, a political subdivision of the State of Texas, ("**County**"), and , ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Described work; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursement provisions of 23 CFR 645 Subpart A, and with the Utility Accommodation provision of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is

made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"; and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**HAYS COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**Attachment A**

## **Plans, Specifications, and Estimated Costs**

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date:**

**Estimated Completion Date:**

## **Attachment C**

### **Eligibility Ratio**

- ☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.
- ☐ Eligibility Ratio Calculation attached

## **Attachment D**

### **Betterment Calculation and Estimates**

- ☐ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

**Attachment E**  
**Proof of Property Interest**



## **Attachment F**

### **Copy of Approved TxDOT Online Installation Permit**

## Attachment I

### Inclusion in Highway Construction Contract (if applicable)

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway \_\_\_\_\_ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*  
\_\_\_\_\_  
*Print or Type Name*

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

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

## Utility Joint Use Agreement

Agreement No. \_\_\_\_\_

THE STATE OF TEXAS                }  
COUNTY OF HAYS                    }

County: \_\_\_\_\_  
Road Location: \_\_\_\_\_  
Limits: \_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, Hays County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, \_\_\_\_\_, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Owner:

Hays County:

\_\_\_\_\_  
Utility Name

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name*

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

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

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

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

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Utility"), and Hays County, Texas, (hereinafter referred to as "County").

### **WITNESSETH:**

WHEREAS, Utility is the owner of certain \_\_\_\_\_ (herein called Facilities).

WHEREAS, County desires to construct proposed \_\_\_\_\_ (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

■ [Enter utility relocation scope of work here ]

■ County will reimburse Utility for labor and materials.

■ Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated \_\_\_\_\_ LF/Poles of underground/aerial \_\_\_\_\_ defined as Work =  
\$ \_\_\_\_\_

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County

an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**HAYS COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**Attachment A**  
**Plans, Specifications, and Estimated Costs**



## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date:**

**Estimated Completion Date:**

**Attachment C**  
**Eligibility Ratio**

- ☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest, which is established at 100% eligible.
  
- ☐ Eligibility Ratio Calculation attached

## **Attachment D**

### **Betterment Calculation and Estimates**

- ☐ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

**Attachment E**  
**Proof of Property Interest**

**Attachment F**  
**Joint Use Agreement**

**STANDARD UTILITY AGREEMENT  
SUPPLEMENTAL AGREEMENT No. \_\_\_\_\_ TO \_\_\_\_\_**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and \_\_\_\_\_ (*the "Utility"*) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

**Whereas**, the **County** and **Utility** executed a Standard Utility Agreement on \_\_\_\_\_, concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

**Whereas**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**Whereas**, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

**Whereas**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: \_\_\_\_\_, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

**Now, Therefore, Be It Agreed:**

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by \$ \_\_\_\_\_ for a total of \$ \_\_\_\_\_. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

**STANDARD UTILITY AGREEMENT**  
**SUPPLEMENTAL AGREEMENT No. \_\_\_\_\_ TO \_\_\_\_\_**  
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**UTILITY**

**HAYS COUNTY**

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

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

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

# **ATTACHMENT “A”**

## **Plans and Estimates:**



County:  
CSJ No.:  
Roadway:  
Limits:  
Fed. Proj. No.:  
ROW Acct. No.:

# AFFIDAVIT

**Agreement No. Hays-U1**

**THE STATE OF TEXAS** )  
 )  
**COUNTY OF [REDACTED]** )

**WHEREAS**, the State of Texas, acting by and through Hays County, herein called the County, has deemed it necessary to make certain roadway improvements on [Project Name] \_\_\_\_\_ in \_\_\_\_\_ County, Texas, from \_\_\_\_\_ to \_\_\_\_\_; and,

**WHEREAS**, it is anticipated that the hereinabove mentioned improvements will affect the facilities of [REDACTED] hereinafter called the **Owner**, at the following described locations:

and;

**WHEREAS**, the County has requested that the **Owner** furnish to the County information relative to interests that **Owner** hold in lands at each of the hereinabove referenced locations;

**NOW THEREFORE**, before me, the undersigned authority, this day personally appeared [REDACTED], who, after being by me duly sworn, did depose and say:

That he/she is \_\_\_\_\_ of \_\_\_\_\_ and, as such, has knowledge of the facts contained herein, and

That, to the best of his/her knowledge, said **Owner** is the owner of the following described interests in the hereinabove-indicated lands, copies of the instruments under which said **Owner** claims said interests being attached hereto and made a part hereof.

---

Signature

---

Title

---

Company

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

---

Notary Public, State of Texas

My Commission expires:

---

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Planned Maintenance Agreement with Waukesha-Pearce industries, Inc. for generator maintenance at the Hays County Juvenile Detention Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 7, 2020	\$1,399.02

#### LINE ITEM NUMBER

070-685-00.5451

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** YES      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Brent Littlejohn	INGALSBE	N/A

#### SUMMARY

The Hays County Juvenile Detention Center would like to enter into a Planned Maintenance Agreement with Waukesha-Pearce Industries, Inc. for preventative maintenance and annual inspections of the generator located at the Hays County Juvenile Detention Center.

Attached: Planned Maintenance Agreement  
BuyBoard Contract # 577-18



1381 Wald Road Suite A, New Braunfels, Texas 78132  
Phone 855-723-1050 Fax 210-653-5003

## **PLANNED MAINTENANCE AGREEMENT**

### **Semi-Annual Service W 2 hour load bank**

DATE: 30 March 2020

This Planned Maintenance Agreement (“Agreement”) is entered into by **Waukesha-Pearce Industries, LLC** (“WPI”) and **Hays County Juvenile Detention Center** (“Owner”) for the purpose of performing planned maintenance on equipment listed below. The purpose of this Agreement is to provide the customer with regularly scheduled site maintenance visits by WPI technicians to check the emergency power systems operation. Upon acceptance of this Agreement, WPI will render the services and furnish the products outlined below. The services will be rendered during normal business hours of **7:30 a.m.** and **4:00 p.m.** Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be **(2) per year, semi-annually.**

1. SERVICES TO BE PERFORMED AND PRODUCTS FURNISHED BY WPI (Unless specified in “Final Notes” section below):
  - a. Visually inspect the site and equipment
  - b. Gas Engine – inspect and adjust ignition system, and plugs
  - c. Diesel Engine – inspect injection system and pump
  - d. Inspect fuel system including day tank, (if applicable)
  - e. Replace (standby applications only) engine fuel filters annually, (if applicable)
  - f. Inspect, clean as needed dry type air cleaner element, or clean and refill oil bath type air cleaner.
  - g. Check block heater operation
  - h. Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
  - i. Replace coolant filter, (if applicable)
  - j. Grease accessory drives and/or generator as necessary
  - k. Inspect and adjust engine fan belts as necessary
  - l. Inspect engine exhaust system for leaks or corrosion; check condensation trap and muffler condition
  - m. Check oil level, start unit, warm up and check and record oil pressure
  - n. Inspect starting system including batteries, cables, battery charger, alternator and record battery specific gravity reading
  - o. Inspect engine and generator control functions and time delays as applicable
  - p. Inspect all instruments for proper operation
  - q. Adjust frequency and voltage as required
  - r. Inspect and clean, (if applicable) generator slip rings and brushes
  - s. Inspect automatic switch(s) for proper operation which includes: time delays and exercisers where possible
  - t. Test run generator, loaded where possible and record readings
  - u. Change all lube oil and applicable filter elements Annually
  - v. Lube oil furnished at location by WPI
  - w. Fill antifreeze as needed (as associated with normal evaporation/loss), furnished at location by WPI

- x. Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system
- y. Perform annual 2 hour load bank with written report provided to customer

## 2. SERVICES TO BE PERFORMED BY OWNER:

The Owner shall maintain a regular recommended service procedure as listed below and further described in the system's Owner-Operator Manual. These procedures should be followed to assure minimum maintenance costs and to minimize emergency service. A record of these maintenance procedures should be maintained for reference.

- a. For Standby Systems only, quarterly service should be performed no earlier than (2) two months and no later than (4) four months from the initial service
- b. Exercise system weekly, manually or automatically
- c. Check for fuel, oil or coolant leaks
- d. Check lube oil, fuel and coolant level weekly on standby systems and daily on continuous duty systems
- e. Oil changes should be done in accordance with the published recommendations in the Owners Manual issued with the generator system

The Owner will provide access to the equipment under this Agreement without unnecessary delay. **Any waiting time for access to the equipment could be invoiced at the current published rates (see attached WPI published Labor Rate Sheet, Note: Published Labor Rates are subject to change without prior written notification).**

## 3. CHARGES FOR SERVICES BY WPI:

- a. The Owner agrees to pay WPI an annual fee of \$ 1399.02 for the above listed services and products provided by WPI
- b. Required parts not included in the quoted price and referenced in paragraph 1, will be billed to the Owner at the prices current at the time they are used/installed
- c. Hourly rates, mileage and miscellaneous charges will be billed to the Owner for repairs required during scheduled maintenance trips and also for emergency repairs done by WPI, when called to the location by the Owner at the current published rates (see attached Published Labor Rate Sheet)  
Note: Published Rates are subject to change without prior written notification
- d. Terms of payment are Net-30 from date of Invoice, subject to WPI's Credit Department approval

## 4. 24-HOUR EMERGENCY SERVICE:

WPI will provide 24-hour emergency service in addition to regularly schedule service. Charges for emergency service will be billed to the Owner at the then published rates (see Published Labor Rate Sheet)  
Note: Published Rates are subject to change without prior written notification.

**Please note, that during times of hurricanes or other major disasters or events, emergency response services by WPI will be prioritized in such a manner that could cause a delay in our ability to respond promptly to Owner's request for service, as our first priority for service will be to hospitals, emergency care centers, nursing homes, fire and rescue facilities, and police stations. All requests for emergency services will be honored and we will make every effort to respond, but some delay in responding could and will likely occur however, PM Contract Customers take priority over all other calls. We offer our apology in advance for any inconvenience this policy might subject Owner to, but due to the nature of our work during major storms or events, certain facilities must take precedence for service.**

## 5. TERM OF THE AGREEMENT:

The term of this agreement will be one year and shall renew automatically for successive terms of one year each, until cancelled in writing by either party. The pricing contained in this Agreement will be review annually and if increased, WPI will provide written notification to Owner 30 days prior to the annual renewal date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party at the address listed below and neither party shall assert a claim against the other party as a result of such termination.

6. WPI RESPONSIBILITY LIMITATIONS:

- a. WPI shall assume no liability for damage(s) to the generator or building electrical, mechanical or structural systems arising from Owner's or any third party's misuse, negligence or alterations
- b. WPI shall have no obligation to repair damage caused by Owner's or any third party's accident(s) or failure to provide a suitable installation as specified in the installation manual(s) furnished with the generator system
- c. WPI shall assume no liability for damage(s) caused in part or in whole as a result of civil strife, vandalism, catastrophe, Act of God, improper use of the system by the Owner or any third party or by other external causes to the system
- d. **WPI, nor Owner, shall in any event or under any circumstances arising from this agreement be liable to each other for lost profits or special, consequential or exemplary damages**
- e. WPI shall not in any event or under any circumstances arising from this agreement be liable to the Owner for any acts, conditions, or circumstances wherein Owner or any third party is negligent, whether or not caused by the joint, concurrent, or partial negligence of the Owner, or third party
- f. WPI shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to Acts of God, war or government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors or defects in the data supplied by Owner, or by any other cause or condition beyond WPI's control

7. GENERAL:

- a. In the event any of the equipment covered by this Agreement is sold or moved, Owner must notify WPI in writing and cancellation will take place thirty (30) days after WPI's receipt of Owner's written notification
- b. The waiver by WPI of any breach of any provision of this Agreement to the Owner shall not constitute a waiver of any subsequent breach by the Owner
- c. This Agreement has been entered into and shall be governed and construed under the laws of the State of Texas
- d. This agreement contains the entire understanding of the parties and is intended as a final expression of their Agreement and a complete statement of terms thereof
- e. No representation or statement not expressly contained in the Agreement or incorporated herein by reference shall be binding upon WPI as a warranty or otherwise
- f. This Agreement is not subject to alternation except as mutually agreed in writing by the parties
- g. Owner acknowledges that it has read this Agreement and agrees to all terms and conditions herein.
- h. A Certification of Insurance by WPI will be mailed to the Owner upon request

2250 Clovis R Barker Road	125 KW Generac	(1) Full service-	\$ 622.52		
San Marcos, Texas	SN: 2057509	(1) Inspection-	\$ 319.00	Load Bank-	\$ 457.50
				<b>Annual Total</b>	<b>\$ 1,399.02</b>

Sub-total - \$ 1399.02 (plus applicable sales tax)

ACCEPTED: *Robert Syzdek*

DATED: 27 March 2020

WAUKESHA-PEARCE INDUSTRIES, LLC

BY: Robert Syzdek

ADDRESS: 6450 N Loop 1604 East San Antonio, Texas 78247

PHONE: (210) 449-6470 FAX: (210) 653-5003

ACCEPTED:

DATED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and W.F. Smith Company for appraiser services for the County's GLO Disaster Housing Assistance Program (HAP).

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

NTE \$40,000

#### LINE ITEM NUMBER

153-762-99-126

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

T. CRUMLEY/MCCLUNE

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

The County, through a small procurement request for qualifications (RFQ), directly requested qualifications from four (4) local appraisal companies. The County received one submission. In review of the submission, the listed qualifications and license are sufficient for the appraisals required for this program.

Attachment: Professional Services Agreement (PSA)



## **PROFESSIONAL SERVICES AGREEMENT**

### **HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **W.F. SMITH COMPANY** (hereinafter “Contractor”), whose primary place of business is located at 4161 E. Hwy. 290 Suite #100, Dripping Springs, TX 78620, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_\_\_ day of April 2020 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

#### **1. OVERVIEW**

Appraisal of properties, within Hays County, participating in the Hays County GLO Disaster Housing Assistance Program (hereinafter “HAP Program”), a HUD funded Community Development Block Grant Disaster program for low-moderate income families that received damage from the 2015 Disaster Event.

#### **2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Tammy Crumley and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

#### **3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

#### **4. DURATION**

The parties agree that the Work shall be completed ninety (90) days after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

#### **5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree

that the County shall pay Contractor a total fee not to exceed forty thousand dollars (\$40,000 USD) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300, San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

## **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

## **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party’s prior written consent thereto.

## **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

## **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing

thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

***Signatures by the parties to this Professional Services Agreement follow on the next page.***

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra \_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
W.F. Smith Company

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

## **EXHIBIT A**

### **Scope of Work**

Uniform Residential Appraisal Services are required for the County's Disaster Housing Assistance Program (HAP).

The County may require up to ten (10) appraisals completed for the HAP Program.

**EXHIBIT B**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**



## **EXHIBIT C**

**Additional Terms and Obligations of the Parties, if any, are as follows:**

## REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

*Italics – Explanatory; NOT CONTRACT LANGUAGE*

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) All contracts in excess of \$10, 000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts &gt; \$50,000:</p> <p><b><u>Resolution of Program Non-compliance and Disallowed Costs:</u></b></p> <p>In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	2 CFR 200 APPENDIX II (A)
<p><b><i>Equal Opportunity Clause for Construction Contracts &gt; \$10K, including administration &amp; engineering contracts associated with construction contracts.</i></b></p>		
≥\$10,000	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><b><u>§60-1.4(b) Equal opportunity clause:</u></b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	<p>orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]</p>	
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## CONSTRUCTION CONTRACTS

<p>&gt;\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; &gt;\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i></li> </ol>	
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>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874:40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency</p>	2 CFR 200 APPENDIX II (D)
≥\$100,000	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

**EXHIBIT D**

**Certificate of Insurance**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Spot on Surveying, Inc. (SOS) regarding surveying services for the County's GLO Disaster Housing Assistance Program (HAP).

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

NTE \$40,000

#### LINE ITEM NUMBER

153-762-99-126

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

T.CRUMLEY/MCCLUNE

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

The County, through a small procurement request for qualifications (RFQ), directly requested qualifications from five (5) local appraisal companies. The County received three submissions. In review of the submission, the listed qualifications and license are sufficient for the surveyors required for this program.

Attachment: Professional Services Agreement (PSA)



## **PROFESSIONAL SERVICES AGREEMENT**

### **HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Spot on Surveying, Inc.** (hereinafter “Contractor”), whose primary place of business is located at 614 Jerrys Lane, Buda, TX 78610, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_ day of April 2020 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

#### **1. OVERVIEW**

Surveying of properties, within Hays County, participating in the Hays County GLO Disaster Housing Assistance Program (hereinafter “HAP Program”), a HUD funded Community Development Block Grant Disaster program for low-moderate income families that received damage from the 2015 Disaster Event.

#### **2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Tammy Crumley and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

#### **3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

#### **4. DURATION**

The parties agree that the Work shall be completed ninety (90) days after commencement date. (hereinafter the “Completion Date”). In the event that the Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

#### **5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree

that the County shall pay Contractor a total fee not to exceed forty thousand dollars (\$40,000 USD) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

## **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

## **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party’s prior written consent thereto.

## **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

## **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this

Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

*Signatures by the parties to this Professional Services Agreement follow on the next page.*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra \_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Spot on Surveying, Inc.

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

## **EXHIBIT A**

### **Scope of Work**

Surveying services required are for the County's Disaster Housing Assistance Program (HAP). The County may require up to ten (10) parcels surveyed for the program. The Scope of Work will include research on each property including the identification of all easements, floodplain, and pertinent information in regard to each property for purposes of purchase and determination of how best to use each site once acquired.

Scope of Work (SOW) to include:

- Complete field work (staking out property, recover and locate pertinent survey monuments as necessary to establish the property lines, horizontal & vertical control, etc) to physically show property configuration.
- Complete all necessary RPLS calculations, drafting, RPLS preparation, line work, RPLS final review of property.
- Complete boundary survey, easement establishment, research, set survey monuments and applicable right-of-way markers.

**EXHIBIT B**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**



## **EXHIBIT C**

**Additional Terms and Obligations of the Parties, if any, are as follows:**

# REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

*Italics – Explanatory; NOT CONTRACT LANGUAGE*

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) All contracts in excess of \$10, 000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts &gt; \$50,000:</p> <p><b><u>Resolution of Program Non-compliance and Disallowed Costs:</u></b></p> <p>In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	2 CFR 200 APPENDIX II (A)
<p align="center"><b><i>Equal Opportunity Clause for Construction Contracts &gt; \$10K, including administration &amp; engineering contracts associated with construction contracts.</i></b></p>		
≥\$10,000	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><b><u>§60-1.4(b) Equal opportunity clause:</u></b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	<p>orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]</p>	
<b>CONSTRUCTION CONTRACTS</b>		
<p>&gt;\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; &gt;\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i></li> </ol>	

>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874:40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency</p>	2 CFR 200 APPENDIX II (D)
≥\$100,000	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

**EXHIBIT D**

**Certificate of Insurance**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to discuss procurement & budget policies related to the COVID-19 pandemic and amend the budget accordingly.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 7, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Marisol Villarreal-Alonzo

#### SPONSOR

Click to Select  
Sponsor.

#### CO-SPONSOR

N/A

#### SUMMARY