

**Commissioners Court June 2, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **2nd day of June 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. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

PRESENTATIONS & PROCLAMATIONS

1	5	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA
2	6-7	Adopt a proclamation declaring June 2020 as Juneteenth month in Hays County. INGALSBE

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.

3	8	Approve payments of County invoices. VILLARREAL-ALONZO
4	9	Approve payment of Juror checks. VILLARREAL-ALONZO
5	10	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
6	11-18	Approve Commissioners Court Minutes of May 19, 2020. BECERRA/CARDENAS
7	19-26	Authorize Countywide Operations/Local Health Department to purchase two laptops, two monitors, and one desk phone in the amount of \$3,455.00 that will be utilized in the Texas Trace Health Project and amend the budget accordingly. INGALSBE/T.CRUMLEY
8	27-28	Authorize the execution of Resolution and submission of a grant application to the Office of the Governor, Criminal Justice Division, Coronavirus Supplemental Funding Program for the Hays County Prevention and Preparedness for COVID-19 in the amount of \$315,505.90. BECERRA/T.CRUMLEY/CUTLER/M.JONES
9	29-42	Authorize the County Judge to execute a Data Use Agreement with the Texas Health and Human Services Commission. BECERRA/T.CRUMLEY
10	43-44	Approve and confirm the appointment of Delton E. Duggins as Deputy Constable, in the office of Hays County Constable Precinct 4, effective June 2, 2020. SMITH/HOOD
11	45-47	Authorize the Hays County Commissioners Court to submit a request for funds to the Texas Comptroller's Office for unclaimed capital credits pursuant to the Texas Property Code, Section 74.602 and certify any available funding will be used per Local Government Code, Section 381.004. BECERRA/VILLARREAL-ALONZO
12	48-49	Authorize payment to AMG Printing for \$645.00 for Letterhead Envelopes for County Courts at Law in which no purchase order was issued as required per County Purchasing Policy. INGALSBE/UPDEGROVE
13	50-56	Authorize the Auditor's Office to purchase one replacement Dell Latitude 5500 Laptop with Docking valued at \$1,808.39 utilizing salary savings and amend the budget accordingly. INGALSBE/VILLARREAL-ALONZO
14	57	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2020 2nd Quarter financial reporting. INGALSBE/VILLARREAL-ALONZO
15	58-60	Authorize the Transportation Department to purchase one (1) replacement Security Camera Network Hub from Star Asset Security and amend the budget accordingly. BECERRA/JONES/BORCHERDING

16	61-90	Accept the Fiscal Year 2019 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082. JONES/VILLARREAL-ALONZO
17	91-113	Accept the Fiscal Year 2019 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. JONES/INGALSBIE/VILLARREAL-ALONZO
18	114-115	Authorize the execution of a Resolution to the Office of the Secretary of State related to application and compliance of three grant awards under the Help America Vote Act (HAVA) of 2002 to include the HAVA Cares Act 2020, 2020 Election Security Grant, and 2018 Election Security Grant. BECERRA/T.CRUMLEY/ANDERSON
19	116	Accept a donation of \$750.00 to the Sheriff's Office Community Outreach Division and amend the budget accordingly. INGALSBIE/CUTLER
20	117	Ratify the acceptance of rifle accessories to the Hays County Sheriff's Office SWAT Team, a value of \$500.00 and amend the budget accordingly. INGALSBIE/CUTLER
21	118	Ratify the acceptance of cleaning services of six patrol vehicles from Servpro San Marcos/New Braunfels a total value of \$600.00 and amend the budget accordingly. INGALSBIE/CUTLER
22	119-120	Authorize payment to Francis L. Dean & Associates for \$577.00 related to a Sports Insurance Policy for the Juvenile Probation Departments summer program in which no purchase order was issued as required per County Purchasing Policy. BECERRA/DELEON
23	121	Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds were received. INGALSBIE/CUTLER
24	122-127	Authorize the Development Services Department to purchase three Dell Wyse 5470 laptops, valued at \$623.61 each, and amend the budget accordingly. JONES/STRICKLAND
25	128-133	Authorize the Hays County Criminal District Attorney to purchase four (4) replacement Dell Laptops, docking stations and adapters utilizing salary savings and amend the budget accordingly. INGALSBIE/MAU
26	134-171	Approve specifications for RFP 2020-P11 Election Ballot Printing, Insertion and Mailing Services and authorize Purchasing to solicit for proposals and advertise. BECERRA/ANDERSON
27	172-173	Authorize the County Judge to execute a Letter of Extension with the Texas Workforce Commission related to the County's Information Release Contract. INGALSBIE/MAU/CUTLER

ACTION ITEMS

ROADS

28	174-226	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Lockwood, Andrews & Newnam, Inc. (LAN) to provide professional engineering and other design support services related to Low Water Crossings in Precinct 3 as part of the 2016 Road Bond Program. SHELL/BORCHERDING
29	227-229	Discussion and possible action to authorize the County Judge to execute a Supplemental Agreement No. 2 to the Professional Services Agreement (PSA) between Hays County and Reynolds, Smith & Hills CS, Inc. (RS&H) for the FM 1626 South construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by \$267,336.00 from \$3,521,819 to \$3,789,155. JONES/BORCHERDING
30	230-271	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and American Structurepoint, Inc. to provide professional engineering and other design support services related to the RM 150 at RM 12 Realignment project as part of the 2016 Road Bond Program. SHELL/BORCHERDING
31	272-273	Discussion and possible action to call for a public hearing on June 16, 2020 to establish a "No Parking" zone on each side of G W Haschke Lane for both sides of the Blanco River. SHELL/BORCHERDING
32	274-278	Discussion and possible action to accept the road & drainage construction bond rider #1060750 for a 30-day extension for Sunfield subd., Phase 2, Section 8. JONES/BORCHERDING
33	279-285	Discussion and possible action to consider the acceptance of road construction & drainage improvements, and accept the 2-year maintenance bond #PB03016800487M in the amount of \$171,959.33 for Caliterra subd., Phase 3, Section 9. SMITH/BORCHERDING
34	286-290	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the Letter of Credit #1028 in the amount of \$266,128.00, accept the 2-year maintenance bond #107226363 in the amount of \$633,171.00, and accept the 1-year revegetation bond #107226362 in the amount of \$2,990.00 for 6 Creeks subd., Phase 1, Section 2. SMITH/BORCHERDING
35	291	Discussion and possible action to award contracts for IFB 2020-B06 Roadway Striping to DIJ Construction, Inc. BECERRA/BORCHERDING

SUBDIVISIONS

36	292-295	PLN-1427-PC; Hold a public hearing with possible action to approve the final plat of the Replat of Lot 4, 3-G Ranch Addition, Section 3. JONES/MACHACEK
37	296-299	PLN-1407-PC; Hold a public hearing with possible action to approve the final plat for the Replat of Lot 2A-1, K-Bar-Mac Subdivision. SMITH/MACHACEK

MISCELLANEOUS

38	300	Discussion and possible action to authorize the Office of General Counsel to locate within Suite 201 of the Historic Courthouse; and to authorize Building Maintenance to provide an access point between Suite 201 and Suite 202. INGALSBE/SMITH
39	301	Discussion and possible action to accept the resignation of Kasey Mock and the appointment of Burt DeMent as a member of the Parks and Open Space Advisory Commission (POSAC). SMITH
40	302	Discussion and possible action regarding the Wimberley Village Library's presentation during the January 28th Commissioners Court meeting, including an update on the Library's plans for expansion and a timeline for consideration by the County for participation in the project. SHELL
41	303-317	Discussion and possible action to authorize the County Judge to execute a Flat Rate/Fixed Fee Contract for Professional Services between Hays County and Allison, Bass & Magee, L.L.P., related to redistricting within Hays County and amend the budget accordingly. INGALSBE
42	318	Discussion and possible action to provide guidance regarding business-related travel for Hays County employees as it relates to COVID-19. BECERRA

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.

43	319	Executive Session pursuant to Sections 551.071, 551.074, and 551.076 of the Texas Government Code: consultation with counsel and deliberation regarding the security of the Hays County historic courthouse and each individual position within the Constables Office for Precinct 1 as it relates to such security and the security of the Hays County Government Center and each individual position within the Sheriff's Office as it relates to such security. Possible discussion and/or action may follow in open Court. BECERRA
44	320	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court. SHELL
45	321	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding a proposed Public Improvement District related to the Riverbend Subdivision in Precinct 1. Possible discussion and/or action may follow in open Court. INGALSBE

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.

46	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
47	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
48	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
49	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 29th day of May, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

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 discussion and action may follow.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

June 2, 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

Adopt a proclamation declaring June 2020 as Juneteenth month in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

David Peterson

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

See attached proclamation.



**PROCLAMATION DECLARING JUNE 2020
JUNETEENTH MONTH IN HAYS COUNTY**

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

WHEREAS, the institution of Black slavery in America began in 1616 with the landing of the first African slaves on our shores and continued officially until President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, although this historic proclamation was issued in 1863, Texas slaves waited two and a half years to receive word of their liberation, when on June 19, 1865, Union soldiers led by Major General Gordon Granger landed at Galveston and announced that all Texas slaves were free; and

WHEREAS, the 19th Day of June—Juneteenth--became a day of jubilation and liberation for former slaves and today is the oldest known celebration of the ending of slavery in our nation; and

WHEREAS, on June 13, 1979 Governor William P. Clements signed a bill into law that made the Juneteenth Emancipation Day an official state holiday in Texas; and

WHEREAS, the Hays County community will celebrate Juneteenth 2020, but not in its usual way because of the COVID-19 Pandemic that has affected everyone globally. Therefore, because the Juneteenth Foundation Inc. Committee wants everyone to stay safe, it will not be celebrating with the festivities of past years (i.e., cake auction, BBQ Cook-off, live music in the park, etc.). Instead it has decided to launch a Fundraising Campaign to help provide financial aid to support those in need, including those affected by COVID-19 within the Hays County Community; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim June 2020 as:

JUNETEENTH MONTH IN HAYS COUNTY

And calls upon the people of Hays County to join in the Fundraising Campaign throughout the month in honor of this significant event and to recognize the importance of Juneteenth to the human freedom so cherished by the people of the United States.

ADOPTED THIS THE 2nd DAY OF JUNE 2020

**Ruben Becerra
Hays County Judge**

**Debbie Gonzales Ingalsbe
Commissioner, Pct. 1**

**Mark Jones
Commissioner, Pct. 2**

**Lon A. Shell
Commissioner, Pct. 3**

**Walt Smith
Commissioner, Pct. 4**

ATTEST:

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

AGENDA ITEM REQUEST FORM

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

June 2, 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 payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 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

June 2, 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 May 19, 2020.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 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



MAY 19, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 19th DAY OF MAY A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, 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:

Reverend Javier Maldonado, of 7th Day Adventist Church, read a letter submitted by Lisa Strauss of Buda United Methodist Church. 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

Jordan Buckley, Hays County resident, made public comments regarding his opposition for the lack of Criminal Justice Coordinating Commission meetings. He stated the commission has not met in six months. He also added they missed an opportunity to apply for over a million dollars of funding. Naomi Narvaiz, Hays County resident, made public comments reading a passage from the bible, Luke 19, about a tax collector. She requested the court help lower taxes for the citizens of Hays County. Dan Lyon, San Marcos resident, read the Hays County disbursements. Angela Villescaz, Hays County resident, made public comments regarding Hays County resolving personnel issues without involving lawsuits. She suggested more Human Resource training.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19.

Tammy Crumley, County Wide Operations Director, gave the court an update of the tests used to date and the number of remaining tests. She announced she will be attending a training class for Contact Tracing Program. The court had discussion with Tammy Crumley about more information on the course. Mike Jones, Emergency Preparedness Coordination, was present in court to help answer questions regarding testing sights and results. Alex Villalobos, Emergency Management Coordinator/Chief of Staff, spoke to the court regarding testing procedures for nursing home facilities. **No action was taken.**

UPDATE FROM CRIMINAL JUSTICE ADVISORY COMMISSION REGARDING THE GRANT APPLICATION FROM THE TEXAS INDIGENT DEFENSE COMMISSION FOR THE PUBLIC DEFENDER'S OFFICE.

Commissioner Ingalsbe announced the next scheduled meeting for the Criminal Justice Advisory Commission is May 28th, 2020. She did note that the Commission took time off for the Holidays and COVID-19. She wanted to highlight the things the Commission has accomplished. She noted the Commission may still have an opportunity to move forward on obtaining funds even though the priority deadline was missed. The Court discussed the changes that have been made due to COVID-19. **No action was taken.**

35176 APPROVE PAYMENTS OF COUNTY INVOICES.

Marisol Villarreal-Alonzo, Auditor, noted a change per email from Jerry Borcharding, Director of Transportation, to add for an invoice to DNS Concrete Contractors for of \$202,991.25 approved by the department head Commissioner, to be paid out of the 2016 Road Bond Fund 034. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve payments of County invoices. All present voted "Aye." MOTION PASSED.**



MAY 19, 2020

35177 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

35178 APPROVE COMMISSIONERS COURT MINUTES OF MAY 12, 2020.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of May 12, 2020. All present voted "Aye." MOTION PASSED.

35179 APPROVE THE PAYMENT OF THE MAY 31, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,900,000.00 EFFECTIVE MAY 29, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the May 31, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective May 29, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35180 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the submission of a grant application for the Coronavirus Emergency Supplemental Funding Program through the U.S. Department of Justice, Bureau of Justice Assistance. All present voted "Aye." MOTION PASSED.

35181 APPROVE SPECIFICATIONS FOR RFP 2020-P12 CUSTOMER MANAGEMENT QUEUING SYSTEM AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFP 2020-P12 Customer Management Queuing System and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

35182 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 2 OFFICE BUILDINGS LOCATED AT 100 CANYONWOOD DRIVE, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to Authorize On-Site Sewage Facility Permit for 2 office buildings located at 100 Canyonwood Drive, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

35183 APPROVE UTILITY PERMITS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Utility Permits. All present voted "Aye." MOTION PASSED.

35184 APPROVE THE CANCELATION OF THE HAYS COUNTY COMMISSIONERS COURT ON MAY 26, SEPTEMBER 1, AND NOVEMBER 3, 2020.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the cancellation of the Hays County Commissioners Court on May 26, September 1, and November 3, 2020. All present voted "Aye." MOTION PASSED.



MAY 19, 2020

- 35185 AUTHORIZE THE JUSTICE OF THE PEACE PCT. 1-2 OFFICE TO PURCHASE TWO REPLACEMENT DELL LATITUDE 5400 LAPTOPS VALUED AT \$2,100.32 UTILIZING THE JUSTICE COURT TECHNOLOGY FUND AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Justice of the Peace Pct. 1-2 Office to purchase two replacement Dell Latitude 5400 Laptops valued at \$2,100.32 utilizing the Justice Court Technology Fund and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35186 ACCEPT THE FISCAL YEAR 2019 NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT #1 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to accept the Fiscal Year 2019 North Hays County Emergency Services District #1 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

- 35187 ACCEPT THE FISCAL YEAR 2019 HAYS COUNTY EMERGENCY SERVICES DISTRICT #6 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to accept the Fiscal Year 2019 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

- 35188 ACCEPT THE FISCAL YEAR 2019 HAYS COUNTY EMERGENCY SERVICES DISTRICT #9 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to Accept the Fiscal Year 2019 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

- 35189 ACCEPT THE FISCAL YEAR 2019 HAYS COUNTY EMERGENCY SERVICES DISTRICT #2 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the Fiscal Year 2019 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

- 35190 AUTHORIZE A WAIVER TO THE PURCHASING POLICY FOR THE TRANSPORTATION DEPARTMENT TO UTILIZE CHEMICAL WEED CONTROL, INC. RELATED TO HERBICIDE TREATMENTS FOR THREE (3) NRCS FLOOD CONTROL DAMS LOCATED IN SAN MARCOS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to Authorize a waiver to the purchasing policy for the Transportation Department to utilize Chemical Weed Control, Inc. related to herbicide treatments for three (3) NRCS Flood Control Dams located in San Marcos. All present voted "Aye." MOTION PASSED.

- 35191 AUTHORIZE THE COUNTY JUDGE TO EXECUTE ADDITIONAL SERVICE REQUEST NO. 15 WITH HOK FOR WORK RELATED TO THE HAYS COUNTY PUBLIC SAFETY BOND PROJECTS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Additional Service Request No. 15 with HOK for work related to the Hays County Public Safety Bond projects. All present voted "Aye." MOTION PASSED.



MAY 19, 2020

- 35192 AUTHORIZE THE CENSUS COMPLETE COUNT COMMITTEE TO UTILIZE THE UNITED WAY GRANT FUNDS FOR CENSUS OUTREACH PROGRAMS INCLUDING A WRITING CONTEST, CHILDREN'S STORYBOOK PRODUCTION, REIMBURSEMENT RELATED TO THE "72-HOUR FILM RACE" AND OTHER CENSUS OUTREACH EVENTS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Census Complete Count Committee to utilize the United Way grant funds for Census Outreach programs including a Writing Contest, Children's Storybook Production, reimbursement related to the "72-Hour Film Race" and other Census Outreach Events and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35193 AMEND THE DEPARTMENT OF STATE HEALTH SERVICE (DSHS) EMERGENCY PREPAREDNESS PHEP GRANT FOR PERSONAL PROTECTION EQUIPMENT AND SUPPLIES RELATED TO COVID-19.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the Department of State Health Service (DSHS) Emergency Preparedness PHEP grant for Personal Protection Equipment and Supplies related to COVID-19. All present voted "Aye." MOTION PASSED.

- 35194 ACCEPT \$16,000 IN GRANT CONTRIBUTIONS ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept \$16,000 in grant contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35195 AUTHORIZE THE EXECUTION OF A \$3,156.42 SERVICE PROPOSAL WITH FIRETROL PROTECTION SYSTEMS FOR THE JUVENILE DETENTION CENTER RELATED TO FIRE ALARM REPAIRS AND FIRE SPRINKLER SYSTEM INSPECTION AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a \$3,156.42 Service Proposal with Firetrol Protection Systems for the Juvenile Detention Center related to fire alarm repairs and fire sprinkler system inspection and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35196 AUTHORIZE THE COUNTY JUDGE TO EXECUTE PROPOSALS WITH SOUTHWEST SOLUTIONS GROUP FOR STORAGE SYSTEMS AND MEDICAL EQUIPMENT FOR THE PUBLIC SAFETY BOND PROJECTS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Proposals with Southwest Solutions Group for storage systems and medical equipment for the Public Safety Bond projects and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35197 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND WSB INC. FOR DESIGN SERVICES RELATED TO A TURN LANE ON FM2770 AND AMEND THE TRANSPORTATION BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement between Hays County and WSB Inc. for design services related to a turn lane on FM2770 and amend the Transportation Budget accordingly. All present voted "Aye." MOTION PASSED.

- 35198 CALL FOR A PUBLIC HEARING ON JUNE 2ND, 2020 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE 3-G RANCH ADDITION, SECTION 3, LOT 4, REPLAT. PLN-1427-PC.**



MAY 19, 2020

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a Public Hearing on June 2nd, 2020 to discuss approval of the final plat of the 3-G Ranch Addition, Section 3, Lot 4, Replat. PLN-1427-PC. All present voted "Aye." MOTION PASSED.

35199 CALL FOR A PUBLIC HEARING ON JUNE 2ND, 2020 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 2A-1, K-BAR-MAC SUBDIVISION, PLN-1407-PC.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on June 2nd, 2020 to discuss final plat approval of the Replat of Lot 2A-1, K-Bar-Mac Subdivision, PLN-1407-PC. All present voted "Aye." MOTION PASSED.

Clerk's Note: Item 27 was included with Executive Session.

35200 DISCUSSION AND POSSIBLE ACTION TO RECONSIDER ON ORDER OF THE COMMISSIONERS COURT ADDRESSING EMPLOYEE ABSENCES RESULTING FROM COVID-19. A PORTION OF THIS ITEM MAY BE HELD IN EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING EMPLOYMENT AND DUTIES OF EACH INDIVIDUAL POSITION EMPLOYED BY HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to amend the Order of Commissioners Court Addressing Employee Absences Resulting from COVID-19 to reflect the following in step with CARES Act:

1. Beginning May 20, 2020, employees qualifying for leave under the Order shall, after having used 80 hours of leave, be paid 2/3 wages and may use earned leave to achieve full pay.
2. Beginning May 20, 2020, childcare needs under section 2(b)(5) of the Order shall be determined by Department heads on a case-by-case basis, independent of school closures.
3. Qualified Leave under the Order will track the 12-week time frame for Family Medical Leave Act (FMLA).

This amendment will not impact those employees who have made arrangements with their supervisors to productively work from home. We continue to encourage the use of telework strategies to achieve compliance with CDC guidelines. All present voted "Aye." MOTION PASSED.

35201 AMEND THE JANITORIAL SERVICE AGREEMENT BETWEEN HAYS COUNTY AND PBS OF TEXAS FOR ADDITIONAL PORTER SERVICES FOR INCREASED SANITATION EFFORTS RELATED TO COVID-19 RESPONSE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the Janitorial Service Agreement between Hays County and PBS of Texas for additional Porter Services for increased sanitation efforts related to COVID-19 response. All present voted "Aye." MOTION PASSED

35202 AUTHORIZE THE EXECUTION OF AMENDMENT NO. 1 AND AMENDMENT NO. 2 TO THE STOP LOSS POLICY BETWEEN HAYS COUNTY AND UNITED HEALTHCARE INSURANCE COMPANY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of Amendment No. 1 and Amendment No. 2 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. All present voted "Aye." MOTION PASSED

35203 AUTHORIZE A 40% DEPOSIT TO CONFERENCE TECHNOLOGIES, INC. RELATED TO THE BACKEND PROCESSING AND DISPLAY WALL SYSTEM FOR THE NEW PUBLIC SAFETY BUILDING.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize a 40% deposit to Conference Technologies, Inc. related to the Backend Processing and Display Wall System for the new Public Safety Building. All present voted "Aye." MOTION PASSED

35204 EXECUTE A \$3,550 CONTRACT WITH BIG DAY PICTURES RELATED TO FILM PRODUCTION OF A PUBLIC SERVICE ANNOUNCEMENT (PSA) FOR CENSUS OUTREACH.



MAY 19, 2020

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to execute a \$3,550 contract with Big Day Pictures related to film production of a Public Service Announcement (PSA) for Census Outreach. All present voted "Aye." MOTION PASSED

35205 ADOPT AND ORDER AUTHORIZING THE SALE OF FIREWORKS BEGINNING THE WEDNESDAY BEFORE THE LAST MONDAY IN MAY AND ENDING AT MIDNIGHT ON THE LAST MONDAY IN MAY, 2020.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt and order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May, 2020. All present voted "Aye." MOTION PASSED

Clerk's Note: Executive Session for Items 27, 33, 35-37 began at 10:42 a.m. and resumed back into open court at 12:12 p.m.

35206 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 THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to accept the Office of Emergency Services re-grade effective May 19, 2020 as presented:

- Re-grade Emergency Planner/Communication Specialist, slot 0988-001 from a 109 to 111

Appoint Mike Jones as the Interim Director of the Office of Emergency Services effective May 16, 2020, authorizing payment of \$1,200 per month during his service in this role. All present voted "Aye." MOTION PASSED

Appoint Gilbert Watt as the Interim Fire Marshall effective May 16, 2020.

All proposed changes will be funded through salary savings within the Office of Emergency Services budget due to attrition. All present voted "Aye." MOTION PASSED

Clerk's Note: Executive Session for item 34 began at 10:01 a.m. and resumed back into open court at 10:11 a.m.

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 THE HAYS COUNTY OFFICE OF COUNTYWIDE OPERATIONS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Velma Ybarra, LULAC member and TX H.O.P.E. member, made public comments regarding equity in the County workplace. Angela Villescaz, LULAC member and advocate for women, made public comments regarding the county's termination of employee practices. She made suggestions to change the termination process so the county would not have lawsuits placed against them. The Court went into Executive Session and then returned to open court. Jessica Mejia spoke to the court regarding her employment with Hays County. She explained to the court the events that took place the week before. She stated she was not sure if she was terminated or if her position was phased out. She thanked the court for the opportunity. The court thanked her for her work. **No action was taken.**

35207 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 THE HAYS COUNTY HUMAN RESOURCES DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the Human Resources proposed re-structure as presented:

- Eliminate part time Human Resource Specialist, slot 0744-001 effective July 1, 2020.
- Eliminate part time Risk Manager, slot 0882-001 effective July 16, 2020.
- Create one (1) New full-time employee Risk Management Specialist grade 114 effective June 16, 2020.



MAY 19, 2020

All proposed changes will be funded through salary savings within Human Resources budget. All present voted "Aye." MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT RECOIL. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Commissioner Shell spoke on this item. He announced final changes would be made and submitted to the court for action. The court held discussion regarding the details of the grant. Specific edits were notated. The decision was made by the court to bring this item back in open court next week. **No action was taken.**

35208 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 THE HAYS COUNTY AUDITOR'S OFFICE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the Auditor's Office proposed re-grade effective May 19, 2020 as presented:

- Re-grade Senior Internal Auditor, slot 0024-001 grade 116 to an Internal Audit Manager grade 118
- Re-grade Fixed Asset Accounting Specialist, slot 0271-016 grade 110 to an Fixed Asset Accountant 1 grade 113

All proposed changes will be funded through salary savings within the Auditor's Office budget due to attrition. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #38 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 for outsourcing was \$47,683 for the week of May 10 - May 16, 2020. The number of outsourced males was 134 inmates and zero female inmates. **No action taken.**

Clerk's Note Agenda Item #40 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 #41 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 12:55 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 19, 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 Countywide Operations/Local Health Department to purchase two laptops, two monitors, and one desk phone in the amount of \$3,455.00 that will be utilized in the Texas Trace Health Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$3,455.00

LINE ITEM NUMBER

120-675-99-094]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

Due to the required Texas Trace Health effort, Countywide Operations/Local Health Department will need to purchase two laptops, two monitors, and one desk phone. This IT equipment will be used in the tracing effort that is being required of Hays County. Grant funds will be utilized for this purchase.

Budget Amendment:

Increase .5202 Data Processing Supplies \$978

Increase .5489 Telephone and Data Lines \$550

Increase .5712_400 Computer Equipment Operating \$1,927

Decrease .5551 Continuing Education (\$2,887)

Decrease .5231 Medical and Safety Supplies (\$568)

Attached:

Desk Phone Quote

Laptop and Monitor Quote

RE: Quote Request

Bob Donald <bob.donald@co.hays.tx.us>

Thu 5/21/2020 7:06 AM

To: Lisa Griffin <lisa.griffin@co.hays.tx.us>

Cc: Tammy Crumley <tammy.crumley@co.hays.tx.us>

The prices have not changed 395.00 phone 140.00 ip license 15.00 shipping

Bob Donald

Hays County IT Department

712 S. Stagecoach Trail Government Center

San Marcos, TX 78666

512.393 2847 office

This email and the information it contains are confidential and privileged communication for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you have received this message and are not the intended recipient(s), please notify the sender by telephone or reply email and destroy all copies of the original message.

From: Lisa Griffin <lisa.griffin@co.hays.tx.us>

Sent: Wednesday, May 20, 2020 6:55 PM

To: Bob Donald <bob.donald@co.hays.tx.us>

Cc: Tammy Crumley <tammy.crumley@co.hays.tx.us>

Subject: Fw: Quote Request

Hi Bob,

We are needing to purchase a new desk phone. Can you please send me a quote for that?

Thank you,

Lisa Griffin

Budget and Operations Manager

Countywide Operations | Hays County

712 S. Stagecoach Trail, Ste. 1045

San Marcos, TX 78666

512.749.1155

From: Marva Pearce <marva@co.hays.tx.us>

Sent: Wednesday, May 20, 2020 4:16 PM

To: Lisa Griffin <lisa.griffin@co.hays.tx.us>

Cc: Tammy Crumley <tammy.crumley@co.hays.tx.us>

Subject: RE: Quote Request



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000061715879.1
Total \$2,904.48
Customer # 9657350
Quoted On May. 22, 2020
Expires by Jun. 21, 2020
Deal ID 17318888

Sales Rep Chris Minchew
Phone (800) 456-3355, 5138843
Email Chris_Minchew@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	2	\$96.00
Dell Latitude 5400	\$963.47	2	\$1,926.94
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$38.69	2	\$77.38
Dell 27 Monitor - P2719H	\$245.00	2	\$490.00
Dell Dock- WD19 90w Power Delivery - 130w AC	\$157.08	2	\$314.16

Subtotal:	\$2,904.48
Shipping:	\$0.00
Non-Taxable Amount:	\$2,904.48
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$2,904.48

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	2	\$96.00

Estimated delivery if purchased today:

Jun. 01, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	2	-
			Qty	Subtotal
Dell Latitude 5400		\$963.47	2	\$1,926.94

Estimated delivery if purchased today:

Jun. 19, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	2	-
I5-8365U Processor	379-BDLC	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	2	-
Intel vPro Technology Enabled	631-ACBI	-	2	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	2	-
14" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIO	-	2	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	2	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	2	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	2	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	2	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
E5 US Power Cord	450-AAEJ	-	2	-
Latitude 5400 Quick Start Guide	340-CLYF	-	2	-

US Order	332-1286	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	2	-
Fixed Hardware Configuration	998-DNGJ	-	2	-
Regulatory Label, FCC	389-DPGZ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell Latitude 5400 SRV	658-BEGG	-	2	-
Direct Ship Info	340-AAPP	-	2	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	-	2	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	2	-
No Option Included	340-ACQQ	-	2	-
No Mouse	570-AADK	-	2	-
No Resource DVD / USB	430-XXYG	-	2	-
ENERGY STAR Qualified	387-BBNO	-	2	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	2	-
EAN label	389-BKKL	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
Latitude 5400 bottom door	321-BEKW	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-

Qty

Subtotal

Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black

\$38.69

2

\$77.38

Estimated delivery if purchased today:
Jun. 02, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	2	-

Qty

Subtotal

Dell 27 Monitor - P2719H

\$245.00

2

\$490.00

Estimated delivery if purchased today:
Jun. 08, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
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Dell 27 Monitor - P2719H	210-AQCS	-	2	-
Dell Limited Hardware Warranty	815-2491	-	2	-
Advanced Exchange Service, 3 Years	815-2492	-	2	-
			Qty	Subtotal
Dell Dock- WD19 90w Power Delivery - 130w AC		\$157.08	2	\$314.16

Estimated delivery if purchased today:
Jun. 01, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 90 PD	210-ARIO	-	2	-
Advanced Exchange Service, 3 Years	824-3984	-	2	-
Dell Limited Hardware Warranty	824-3993	-	2	-

Subtotal:	\$2,904.48
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,904.48

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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 execution of Resolution and submission of a grant application to the Office of the Governor, Criminal Justice Division, Coronavirus Supplemental Funding Program for the Hays County Prevention and Preparedness for COVID-19 in the amount of \$273,505.90.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This grant application is to provide funding for projects that seek to prevent, prepares for, and respond to coronavirus. Hays County will utilize this funding to purchase necessary supplies and personal protective equipment for the correctional facility and staff.
There is no match requirement.

Project Date: June 1, 2020 - May 31, 2021.

Grant number 4159301.



San Marcos, Texas

Resolution

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners Court finds it in the best interest of the citizens of Hays County, that the Hays County Prevention and Preparedness for COVID-19 project be operated in the 2020 and 2021 year; and

WHEREAS, The Hays County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division – Coronavirus Emergency Supplemental Funding Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Prevention and Preparedness for COVID-19 to the Office of the Governor.

ADOPTED THIS DAY of June 2, 2020

Ruben Becerra
Hays County Judge

Grant Number: 4159301

Elaine H. Cardenas, MBA, PhD
Hays 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

Authorize the County Judge to execute a Data Use Agreement with the Texas Health and Human Services Commission.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

As a condition of different grants and contracts Hays County has with the State of Texas, the County is required to execute a data use agreement with HHS to ensure confidential information is managed according to State and Federal Law. There have been changes and updates to the data use agreement since we last signed, and execution of this new agreement is required.

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

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

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

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

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

HHS Data Use Agreement v.8.5 October 23, 2019

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

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

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

Section 5.03 HHS Right to Inspection

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

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

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

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

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

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

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

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

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

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____

**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**

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 and confirm the appointment of Delton E. Duggins as Deputy Constable, in the office of Hays County Constable Precinct 4, effective June 2, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable	SMITH	N/A

SUMMARY

Deputy Constable Delton Duggins will fill the budgetary approved position in the Constable, Pct. 4 Office. Pursuant to Local Government Code Chapter 86, Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

- (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
- (b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
- (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
- (d) A person commits an offense if the person:
- (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
 - (2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
- (e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.



195 Roger Hanks Parkway
Dripping Springs, TX 78620
www.co.hays.tx.us/Constable4

CONSTABLE RON HOOD
Hays County, Precinct 4



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

May 26, 2020

To: Ruben Becerra, Hays County Judge
Debbie Ingalsbe, Hays Co. Commissioner, Pct. 1
Mark Jones, Hays Co. Commissioner, Pct. 2
Lon Shell, Hays Co. Commissioner, Pct. 3
Walt Smith, Hays Co. Commissioner, Pct. 4

Re: Deputy Constable Appointment – Delton Duggins

In compliance with TX Local Government Code – Section 86.011(a), it is my privilege to submit to the Commissioners Court, Delton Duggins. for approval as a Deputy Constable with Hays Co. Constable's Office, Pct. 4.

Delton Duggins has over 23 years of local law enforcement experience. Having served with the Hays County Sheriff's Office (1996–2001), the West Lake Hills Police Department (2001–2002), and the San Marcos Police Department (2001–2020). While with the San Marcos Police Department, he served in their Patrol Division (2001 – 2005), and in 2005, having completed the Northwestern Center for Public Safety, Police Motorcycle Officer Training transferred to their Traffic Unit, where he served until 2017. In 2017, Delton accepted the assignment as a School Resource Officer (SRO) for the San Marcos Police Department, where he served until his recent retirement.

He has acquired over 1896 hours of training with the TX Commission on Law Enforcement (TCOLE) and holds the following certifications:

- Jailer License (1997)
- Peace Officer License (1997)
- Basic Peace Office (2002)
- Intermediate Peace Officer (2005)
- Advanced Peace Officer (2009)
- Master Peace Officer (2018)
- Court Security Specialist (2018)

Respectfully submitted,

A handwritten signature in black ink that reads "Ron E. Hood". The signature is written in a cursive style and is positioned above a horizontal line.

Ron Hood, Constable
Hays County Precinct 4

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 Hays County Commissioners Court to submit a request for funds to the Texas Comptroller's Office for unclaimed capital credits pursuant to the Texas Property Code, Section 74.602 and certify any available funding will be used per Local Government Code, Section 381.004.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 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
Marisol Villarreal-Alonzo, CPA	BECERRA	N/A

SUMMARY

The County Auditor's office has received the annual notification from the Texas Comptroller of Public Accounts regarding possible available funding through unclaimed capital credits received from electric cooperatives in this area. The County must request these funds and certify that funds will be used for purposes as specified under section 381.004 of the Local Government Code. See attached notification.

Attachment: Unclaimed Capital Credits Form

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

County Request for Capital Credits

County Name Hays County County FEIN 74-6002241

Authorized by ☐ Judge ☒ Commissioners Court

Name of County Judge Ruben Becerra Approved Date 06/02/2020

Send the requested funds to:

Address 111 E. San Antonio St., #300 City San Marcos State TX Zip 78666

**I acknowledge that the purpose of the funds complies with provisions of
Texas Local Government Code, Section 381.004.**

Name (printed) Ruben Becerra Title County Judge

Signature _____ Date 06/02/2020

Email Address judge.becerra@co.hays.tx.us Phone 512-393-2205

Submit signed and completed form by either mail, email or fax by July 31, 2020.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release ____% of the total amount available to your county. We will send a \$_____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**,
or by sending a fax to **512-475-0900**.



APRIL 2020

Unclaimed Property Capital Credits for Counties

Glenn Hegar

Texas Comptroller of
Public Accounts

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- The amount available to each county is based on the total dollar amount of capital credits remitted by electric coops in that county per reporting year, minus anticipated claims as determined by the Comptroller's office.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

*Review Local Government Code, Section 381.004 before starting a program.

How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

For more information,
visit our website at
ClaimItTexas.org.

For questions on
Capital Credits, contact
our Holder Education and
Reporting section at
800-321-2274, option 2 or
up.holder@cpa.texas.gov

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 to AMG Printing for \$645.00 for Letterhead Envelopes for County Courts at Law in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$645.00

LINE ITEM NUMBER

001-612-00.5461

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Updegrove	INGALSBE	N/A

SUMMARY

The County Court at Law Offices ordered letterhead envelopes and failed to obtain a purchase order as required per County Purchasing Policy. Funds are available in their operating budget for this expense.

Attachment: AMG Printing Invoice #112279



10203 Kotzebue St., Suite 110
San Antonio, TX 78217

Invoice

Date	Invoice #
5/17/2020	112279

Bill To
Hays County Auditors Office 712 S. Stagecoach Trail Suite 1071 San Marcos, TX 78666

Ship To

P.O. Number	Terms	Rep	Ship
Sandra Lopez	Net 30		

Quantity	Item Code	Description	Price Each	Amount
5,000	color envelope prin...	Envelope Printing	0.0365	182.50
5,000	envelopes	#10 Window Security w/P&S	0.0925	462.50

Thank you for your business.

Total

\$645.00

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 Auditor's Office to purchase one replacement Dell Latitude 5500 Laptop with Docking valued at \$1,808.39 utilizing salary savings and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$1,808.39

LINE ITEM NUMBER

001-606-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Alonzo, CPA	INGALSBE	N/A

SUMMARY

The Auditor's Office is requesting approval to purchase one replacement laptop for the Assistant County Auditor. The current laptop is no longer under warranty and does not function properly. Funds are available in the Auditor's Office operating budget for this purchase.

Budget Amendment:

Decrease Staff Salaries: 001-606-00.5021

Increase Computer_Ops: 001-606-00.5712_400

Attachment: Dell Quote No. 3000061446119.1

DIR-TSO-3763

Contract #C000000006841



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000061446119.1
Total \$1,834.50
Customer # 9657350
Quoted On May. 19, 2020
Expires by Jun. 18, 2020
Deal ID 17318888

Sales Rep Chris Minchew
Phone (800) 456-3355, 5138843
Email Chris_Minchew@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5500	\$1,564.63	1	\$1,564.63
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$38.69	1	\$38.69
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	1	\$48.00
Dell Dock- WD19 130w Power Delivery - 180w AC	\$157.07	1	\$157.07
Dell Optical Mouse - MS116 (Black)	\$13.68	1	\$13.68

Dell KB216 Dell Wired Keyboard	\$12.43	1	\$12.43
			\$1,808.39
Subtotal:			\$0.00
Shipping:			\$0.00
Non-Taxable Amount:			\$1,834.50
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$1,834.50

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Latitude 5500	\$1,564.63	1	\$1,564.63

Estimated delivery if purchased today:
May. 29, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5500 XCTO Base	210-ASJH	-	1	-
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W, vPro-Capable)	379-BDLE	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i7-8665U Processor with Integrated Intel UHD 620 Graphics	338-BRKV	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
32GB, 2x16GB, DDR4 Non-ECC	370-AECV	-	1	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BDXP	-	1	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEJJ	-	1	-
Dual Pointing, Touch Fingerprint Reader, Displayport over USB Type-C	346-BFLJ	-	1	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	1	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
Setup and Features Guide	340-CMFK	-	1	-
US Order	332-1286	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Custom Configuration	817-BBBB	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
SupportAssist	525-BBCL	-	1	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell Latitude 5500 SRV	658-BEGF	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Direct Ship Info	340-AAPP	-	1	-
MIX SHIP Config (DAO/BCC)	340-CMEO	-	1	-
Intel Core i7 vPro Label	389-CGJM	-	1	-
No Option Included	340-ACQQ	-	1	-
No Mouse	570-AADK	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
BTO Standard Shipment (S)	800-BBQN	-	1	-
No UPC Label	389-BCGW	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
Latitude 5500 bottom door	321-BELH	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Qty

Subtotal

Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black

\$38.69

1

\$38.69

Estimated delivery if purchased today:
May. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	1	-

Qty

Subtotal

Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0

\$48.00

1

\$48.00

Estimated delivery if purchased today:
May. 26, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	1	-

Qty

Subtotal

Dell Dock- WD19 130w Power Delivery - 180w AC

\$157.07

1

\$157.07

Estimated delivery if purchased today:
May. 26, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 130 PD	210-ARIQ	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
			Qty	Subtotal
Dell Optical Mouse - MS116 (Black)		\$13.68	1	\$13.68

Estimated delivery if purchased today:
May. 26, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
DELL Optical MOUSE - MS116	275-BBCB	-	1	-
			Qty	Subtotal
Dell KB216 Dell Wired Keyboard		\$12.43	1	\$12.43

Estimated delivery if purchased today:
May. 26, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell KB216 Dell Wired Keyboard	580-ADMT	-	1	-

Subtotal:	\$1,834.50
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,834.50

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2020 2nd Quarter financial reporting.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	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

Authorize the Transportation Department to purchase one (1) replacement Security Camera Network Hub from Star Asset Security and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$1,017

LINE ITEM NUMBER

020-710-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	BECERRA	JONES

SUMMARY

The Transportation Department would like to replace the failing security camera system at the Yarrington Building. In order to keep the existing security camera system operational, the vendor recommends upgrading the network hub to better handle the network traffic load. Funds are available within their operating budget for this expense.

Attachment: Star Asset Security Quote
TxMAS #SM24TAT2SA

Budget Amendment:
Increase Misc. Equipment_Ops - .5719_400
Decrease Road Materials - .5351

Star Asset Security, LLC TXMAS - 18-8402 Commodity Code 99050

12667 Silicon Dr.
 San Antonio, TX 78249
 Daniel Palacios
dpalacios@securethinking.com

DATE May 11th, 2020
CUSTOMER ID 12222
EXPIRATION DATE N/A

Hays County Transportation Center
 712 S. Stagecoach Trail
 San Marcos, TX 78666

SITE	SCOPE
Hays County Transportation Bldg	Upgrade to Smart Managed POE+SWT, 24 Port GB

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	General Labor - GGL	\$ 81.82	\$ 490.92
1.00	24 Port GB - SM24TAT2SA	\$ 525.29	\$ 525.29
SUBTOTAL			\$ 1,016.21

Customer Signature: _____

Printed Name: _____

Date: _____ **THANK YOU FOR YOUR BUSINESS!**

EXCLUSIONS

- Electrical work external to the System
- Repair or adjustments to any System or parts thereof not listed in an Exhibit/Addendum or in Scope of Work
- Paper, ribbons, disk, tapes, bulbs, lamps, fuses, filters, etc. used for the operation of the System
- Modifications/enhancements to any software, firmware, or hardware unless specifically noted in an
- Service is covered from normal wear and tear, not covered for any acts of God or nature
- Overtime work or testing unless specifically noted in the Scope of Work
- Performance or payment bond
- Temporary power, lighting, site water or trash removal
- Any concrete work and all 120V or higher work
- Providing when required 2 phone lines at the Control Panel
- Any painting or patching
- Any programming for a third-party monitoring service
- Any additional devices required by the AHJ
- Moves/adds/changes to system(s)
- System(s) under construction
- Batteries

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 the Fiscal Year 2019 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached and was received in the Auditor's Office on May 15, 2020.



S. PATRICIA WHITE, CPA, P.C.

**Hays County
Emergency Services District #8**

Independent Auditor's Report

September 30, 2019

Hays County Emergency Services District #8

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S. PATRICIA WHITE, CPA, P.C.

Independent Auditor's Report

To the Board of Fire Commissioners
Hays County Emergency Services District #8
Buda, Texas

I have audited the accompanying financial statements of the governmental activities of the Hays County Emergency Services District #8 (the "District") as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted the audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District as of September 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedule – general fund, the schedule of changes in net pension asset and related ratios, the schedule of District contributions, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, are required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operations, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses of our inquiries, the basic financial statements, and other knowledge I obtained during the audit of the basic financial statements. I do not express an or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

A handwritten signature in cursive script that reads "Patricia White CPA". The signature is written in dark ink on a light background.

May 11, 2020
Round Rock, Texas

Management's Discussion and Analysis

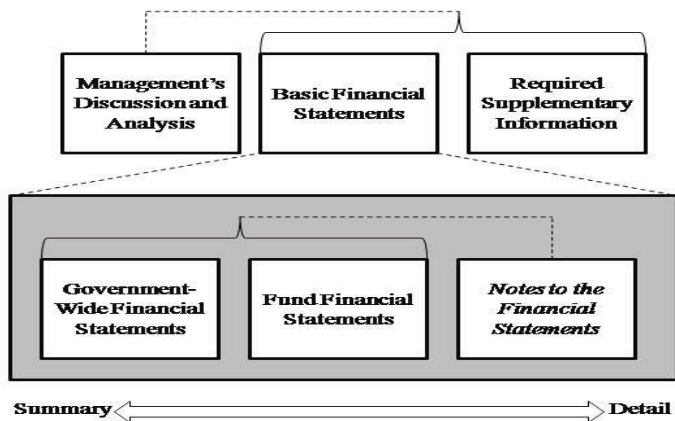
The discussion and analysis of Hays County Emergency Services District #8's (the "District's") financial performance provides an overview of the District's financial activities for the year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- During the year, the District had expenses of \$4,610,509 compared to total revenues of \$8,483,738 resulting in net increase to net position of \$3,873,229 for the year ended September 30, 2019. For the year ended September 30, 2018, the District had net income of \$309,927.
- There was a decrease to long-term debt of \$417,679.

Using This Annual Report

This annual report consist of a series of financial statements: The Statement of Net Assets and Governmental Funds Balance Sheet and the Statement of Activities and Governmental Funds, Revenues, Expenditures and Changes in Fund Balances provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future pending.



Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. All of the current year revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets and liabilities, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its' financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the overall health of the District.

The District as a Whole

The net position of the District's activities increased by \$3,873,229. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants.

The District has sufficient revenues to pay expenses of the District.

The actual General Fund had revenues in excess of expenditures of \$2,043,246.

Summarized Statement of Net Position:

	9/30/2019	9/30/2018
Current assets	5,812,484	3,641,918
Capital assets	7,859,480	8,154,150
Total assets	13,671,964	11,796,068
Deferred outflows of resources	522,304	-
Current liabilities	784,547	2,062,966
Long-term debt	3,190,479	3,618,621
Total liabilities	3,975,026	5,681,587
Deferred inflows of resources	231,532	-
Invested in capital assets, net of long-term debt	4,240,857	3,546,422
Unrestricted	5,746,853	2,568,059
Total net position	9,987,710	6,114,481

Summarized Statement of Activities:

	9/30/2019	9/30/2018
Revenues:		
Property taxes	3,851,387	3,482,382
Sales and use tax	2,139,752	1,974,908
EMS revenue	2,283,555	1,706,121
Other income	209,044	368,896
Total revenues	8,483,738	7,532,307
Expenses:		
Personnel and related costs	2,738,287	5,408,972
Depreciation	485,093	493,474
Debt service	146,041	152,029
Other expenses	1,241,088	1,167,905
Total expenses	4,610,509	7,222,380
Change in net position	3,873,229	309,927

Capital Assets

At September 30, 2019, the District had \$7,859,480 invested in capital assets (net of depreciation). At year end \$4,523,726 is invested in buildings, \$5,714,961 in trucks and equipment and \$735,730 is invested in land. Total accumulated depreciation as of September 30, 2019 was \$3,114,937.

Long-Term Debt

The District's long-term debt at September 30, 2019 totaled \$3,618,623 for all notes payable. The current portion of the long-term debt is \$428,144. There was no long-term debt in the current year.

Economic Factors and Next Year's Budgets and Rates

The District's elected and appointed officials considered many factors when setting the budget and tax rates. One of those factors is the economy and estimated needs to operate the District in the coming year.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Hays County ESD #8
P.O. Box 782
Buda, Texas 78610
Telephone (512) 295-2232

Hays County Emergency Services District #8

Statement of Net Position and Governmental Fund Balance Sheet

September 30, 2019

Assets

	<u>General Fund</u>	<u>Adjustments</u>	<u>Total</u>
Assets			
Cash and cash equivalents	5,351,632	-	5,351,632
Accounts receivable	99,433	-	99,433
Taxes receivable	134,051	-	134,051
Prepaid item	<u>227,368</u>	<u>-</u>	<u>227,368</u>
Total current assets	<u>5,812,484</u>	<u>-</u>	<u>5,812,484</u>
Capital Assets:			
Land	-	735,730	735,730
Buildings	-	4,523,726	4,523,726
Equipment	-	5,714,961	5,714,961
Less accumulated depreciation	<u>-</u>	<u>(3,114,937)</u>	<u>(3,114,937)</u>
Net capital assets	<u>-</u>	<u>7,859,480</u>	<u>7,859,480</u>
Total assets	<u><u>5,812,484</u></u>	<u><u>7,859,480</u></u>	<u><u>13,671,964</u></u>
Deferred Outflows of Resources			
Pension contributions after measurement date	-	476,037	476,037
Deferred outflows related to pension asset	<u>-</u>	<u>46,267</u>	<u>46,267</u>
Total Deferred Outflows of Resources	<u><u>-</u></u>	<u><u>522,304</u></u>	<u><u>522,304</u></u>

Notes to the financial statements are integral to this statement.

	<u>General Fund</u>	<u>Adjustments</u>	<u>Total</u>
Current liabilities			
Accounts payable	143,274	-	143,274
Accrued payroll liabilities	160,699	-	160,699
Accrued interest payable	-	52,430	52,430
Current portion - loans	-	428,144	428,144
Total current liabilities	<u>303,973</u>	<u>480,574</u>	<u>784,547</u>
Long-term liabilities:			
Loans payable	-	3,618,623	3,618,623
Less: current portion of note payable	-	(428,144)	(428,144)
Total long-term liabilities	<u>-</u>	<u>3,190,479</u>	<u>3,190,479</u>
Deferred Inflows of Resources			
Deferred revenue - property taxes	55,369	(55,369)	-
Deferred inflows related to pension asset	-	231,532	231,532
Total Deferred inflows of resources	<u>55,369</u>	<u>176,163</u>	<u>231,532</u>
Fund Balances/Net Position:			
Unassigned	<u>5,453,142</u>		
Total fund balance	<u>5,453,142</u>		
Total liabilities and net assets	\$ <u><u>5,812,484</u></u>		
Investment of capital assets, net of long-term debt			4,240,857
Unrestricted			<u>5,746,853</u>
Total net position		\$	<u><u>9,987,710</u></u>

Notes to the financial statements are integral to this statement.

Hays County Emergency Services District #8

Statement of Activities and Governmental Fund Revenues, Expenditures and Changes in Fund Balance

Year Ended September 30, 2019

	<u>General Fund</u>	<u>Adjustments</u>	<u>Total</u>
Revenues:			
Property tax revenue	\$ 3,796,018	\$ 55,369	\$ 3,851,387
Sales tax revenue	2,139,752	-	2,139,752
EMS revenue	2,283,555	-	2,283,555
Other income	158,624	-	158,624
Permit fees	21,320	-	21,320
Operations revenue	7,842	-	7,842
Grant revenue	8,818	-	8,818
Training revenue	12,440	-	12,440
	<u>8,428,369</u>	<u>55,369</u>	<u>8,483,738</u>
Expenditures/expenses:			
Payroll and related costs	4,450,958	(1,712,671)	2,738,287
Depreciation	-	485,093	485,093
EMS expenses	236,579	-	236,579
Maintenance	238,873	-	238,873
Firefighting supplies and programs	179,778	-	179,778
Debt service	563,720	(417,679)	146,041
Professional fees	161,690	-	161,690
Insurance	125,827	-	125,827
Office supplies	83,972	-	83,972
Utilities and telephone	231,896	(129,357)	102,539
Training expense	65,600	-	65,600
Fuel	46,230	-	46,230
	<u>6,385,123</u>	<u>(1,774,614)</u>	<u>4,610,509</u>
Revenues in excess of expenditures	2,043,246		
Change in net position			3,873,229
Net position at beginning of year	3,409,896		6,114,481
Net position at end of year	<u>\$ 5,453,142</u>		<u>\$ 9,987,710</u>

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies

The Reporting Entity

Rural Fire Prevention Districts may be organized in the State of Texas under the provisions of Article III, Section 48-d of the State Constitution. The Northeast Hays County Rural Fire Prevention District was confirmed by election in July 1984 and effectively began operations on July 1, 1985. In July 2003, the organization was converted to Hays County Emergency Services District #8 (the “District”). The District was established to arrange for fire protection services within its boundaries.

The accounting policies of the Hays County Emergency Services District #8 conform to generally accepted accounting principles in the United States of America applicable to state and local governments. The District is included in the basic financial statements of Hays County as a component unit as set forth in Governmental Accounting Standards Board (“GASB”) 14, The Financial Reporting Entity”.

Additionally, no other entity meets these requirements for inclusion in Hays County ESD #8 financial statements.

Use of Estimates

The preparation of these financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Government-Wide and Fund Financial Statements

The District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the “General Fund” column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District’s activities. The District services are supported primarily by property tax and sales tax revenues. The Statement of Activities demonstrates how the District used its revenues.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies (continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within thirty-one days of the end of the current fiscal period. Expenses generally are recorded when a liability is incurred.

The District has only one governmental fund, the general fund. The general fund is the operating fund of the District.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measureable and available only when the District receives cash.

Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates. Cash equivalents include investments with original maturities of three months or less. Cash equivalents are stated at cost which approximates market value.

Fund Balance

Fund balance for governmental funds are classified as non-spendable, restricted, committed and assigned or unassigned in the fund financial statements.

- Non-spendable fund balance includes amounts not available to be spent because they are either not in spendable form or legally or contractually required to be maintained intact.
- Restricted fund balances include those resources that have constraints placed on their use through external parties or by law through constitutional provisions.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies (continued)

Fund Balance

- Committed fund balances are established and modified by approval of the District Commissioners and can be used only for the specific purposes determined by the District's Commissioners.
- Assigned fund balance is intended to be used by the District for specific purposes but does not meet criteria to be classified as restricted or committed.
- Unassigned fund balance is the residual classification for the District's general fund and includes all spendable amounts not contained in the other classifications.

Capital Assets

All capital assets are capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not. Depreciation is calculated on a straight-line basis. Estimated lives are as follows: building 40 years, vehicles 7 years, and donated items 5 years.

Pension

The fiduciary net asset positions of the Texas County and District Retirement System (TCDRS) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities and additions to/from TCERS's fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Revenue

The District reported unearned deferred revenue in the Statement of Net Assets. Deferred revenues arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considerable to have been for prior year services.

Deferred Outflows and Inflows of Resources

The District complies with GASB Statement 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies (continued)

Deferred Outflows and Inflows of Resources (continued)

The District also complies with GASB Statement 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

2. Deposits and Investments

At September 30, 2019, the District had \$5,351,632 invested in cash and cash equivalents.

Custodial Credit Risk - In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of September 30, 2019, \$602,165 of the District's total deposit balance was covered by federal depository insurance. The remaining balance of the deposits was invested in TexPool.

Interest Rate Risk - The District does have a formal investment policy in place. The District's cash and cash equivalents are currently invested in short-term instruments such as an interest-bearing checking account.

Investments

The Board of Directors has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S. Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. Investments are reported at fair value based on quoted market prices.

All investments at year end were held in the Texas Local Government Investment Pool (TexPool). The State Comptroller oversees TexPool, with Texas Treasury Safekeeping Trust Company managing the daily operations of the pool under a contract with the State Comptroller. TexPool is a 2(a)7 like fund, which means that it is constructed similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00 although this cannot be fully guaranteed. TexPool is rated AAAm (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days which is the limit. At September 30, 2019, TexPool portfolio had weighted average maturity of 30 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value. As of September 30, 2019, the District had \$4,749,467 invested in TexPool.

Hays County Emergency Services District #8

Notes to Financial Statements

3. Property Taxes

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of value. Property taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2017 levy was \$.10 per \$100 of value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessors-Collector.

4. Capital Assets

The following is a summary of changes in capital assets for the year:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements and Reclassifications</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ <u>735,730</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>735,730</u>
Capital assets, being depreciated:				
Buildings	4,523,726	-	-	4,523,726
Trucks and equipment	5,524,538	190,423	-	5,714,961
Less accumulated depreciation	<u>(2,629,844)</u>	<u>(485,093)</u>	<u>-</u>	<u>(3,114,937)</u>
Total capital assets being depreciated, net	<u>7,418,420</u>	<u>(294,670)</u>	<u>-</u>	<u>7,123,750</u>
Capital assets, net	<u>\$ 8,154,150</u>	<u>\$ (294,670)</u>	<u>\$ -</u>	<u>\$ 7,859,480</u>

Hays County Emergency Services District #8

Notes to Financial Statements

5. Long-Term Debt

Bank	Description	Maturity Date	Interest Rate	Balance 9/30/2018	Additions	Retirements	Balance 9/30/2019
Government Capital	Station 2	3/1/2029	5.683%	\$ 1,355,965	\$ -	\$ 92,117	\$ 1,263,848
Marquette	Station 3	1/10/2027	3.696%	975,008	-	93,285	881,723
Government Capital	New Engines	10/13/2024	2.250%	<u>1,700,000</u>	<u>-</u>	<u>226,948</u>	<u>1,473,052</u>
				<u>\$ 4,030,973</u>	<u>\$ -</u>	<u>\$ 412,350</u>	3,618,623
						Less current maturities	<u>(428,144)</u>
							<u>\$ 3,190,479</u>

Annual debt service required for the notes payable are as follows:

Future Payments	Principal
2021	\$ 428,144
2022	440,471
2023	455,365
2024	465,003
2025-2029	1,669,929
2030-2034	<u>159,711</u>
	<u>\$ 3,618,623</u>

Hays County Emergency Services District #8

Notes to Financial Statements

6. Risk Management

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the VFIS, an insurer of emergency organizations.

The District pays premiums to the risk pool for its general liability, property, auto, and workers' compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fall, in which case, the District would be liable for its ratable share of the pool deficit.

7. Employee Retirement Plan

Plan Description – The District provides retirement, disability and death benefits for all of its non-temporary full-time employees through a nontraditional defined benefit pension plan administered by the TCDRS. The Board of Trustees of TCDRS are responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of over 780 active participating counties and districts throughout Texas. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar basis. The CAFR is available at <http://www.tcdrs.org>.

Benefits Provided – Effective the date of employment, the District provides retirement, disability and death benefits. A percentage of each employee's paycheck is deposited into his or her TCDRS account. That percentage has been set by the District at 7 percent and has elected a matching rate of \$2 to \$1. The employee's savings grow at a rate of 7 percent, compounded annually. At retirement, the employee's account balance is combined with the District's matching and converted into a lifetime monthly benefit. Employees receive a month of service time for each month that they make a deposit into their account. District employees also receive service time for the years worked prior to the District's participation in TCDRS. The amount of service an employee needs to earn a future benefit is called the vesting requirement. When an employee is vested, he or she has the right to a monthly benefit, which includes the employer matching contribution, at age 60 or older.

The District's employees must work five years to be vested. Once vested, an employee has earned the right to receive a lifetime monthly retirement benefit and is eligible to retire at age 60. The District has also adopted the Rule of 75, which gives all vested employees the right to retire and receive a lifetime monthly benefit when the employee's age plus years of service equals 75 or more. Any employee with 30 years of service, regardless of age, will also have the right to retire and receive a lifetime monthly benefit.

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

Employee membership data related to the Plan, as of the valuation date of December 31, 2018 was as follows:

Retirees and beneficiaries receiving benefits	-
Terminated employees entitled to but not yet receiving benefits	6
Active plan members	48
Total	<u>54</u>

Any TCDRS member who is a vested member may terminate employment prior to attaining age 60 and remain eligible to retire and receive a monthly benefit after attaining age 60 provided his or her membership is not terminated other than by retirement.

Any TCDRS member who is a vested member who is totally and permanently disabled is eligible for a disability retirement benefit. A member who is not vested is eligible for disability retirement benefits if total and permanent disability was a result of an on-the-job injury.

Any TCDRS member who has four or more years of service credit with the District is eligible for purposes of the survivor annuity death benefit.

Retirees elect to receive their lifetime benefit by choosing one of seven actuarially equivalent payment options. Prior service gives employees credit for time worked for an eligible organization before it joined the system. Partial lump sum payments at retirement allow employees to withdraw part of their TCDRS account balance as a lump sum at retirement with a reduced monthly benefit. District employees all have the option to receive a lump sum payment at retirement up to the amount of their final account balance.

Any amendments to the plan would be approved by the District.

Contributions – The District has elected the annually determined contribution rate plan provision of the TCDRS Act. The plan is funded by monthly contributions from both employees and the employer based on the covered payroll of the employee. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The District contributed using an elected rate of 10% for the year ended September 30, 2019 as adopted by the governing body of the District. The actuarially determined rate for the year ended December 31, 2019 was 8.55% for 2019. The employee contribution rate was 7%. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

Net Pension Asset – The District’s net pension asset was measured as of December 31, 2018 and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of that date. The total pension liability in the December 31, 2018 actuarial valuation was determined using the following actuarially assumptions, applied to all periods included in the measurement.

Valuation testing	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Individual entry age normal
Amortization Method	Level percentage of payroll, closed
Amortization Period	5.6 years
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.90% average over career including inflation
Investment Rate of Return	8.10%
Cost of Living Adjustment	Cost of Living Adjustments for the District are not considered to be automatic under GASB 68. Therefore, no assumptions for future cost of living adjustments is include in the GASB 68 calculations. No assumptions for future cost of living adjustments is included in the funding valuation.
Retirement Age	Between ages 40 and 74 with various rates of service retirement by gender: low of 4.5% for age 40-44 to high of 25% for age 65-66 for males and females.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality:	
Depositing Members	90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Tables for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Service retirees, beneficiaries and non-depositing members	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Disabled retirees	130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Mortality Table for females, both projected with 110% of the MP-2014 Ultimate Scale after 2014.

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

The actuarial assumptions that determined the total pension liability as of December 31, 2018 were based on the results of an actuarial experience study for the period December 31, 2017 through December 31, 2018, except where required to be different by GASB 68.

Long-Term Expected Rate of Return – The long-term rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2019 information for a 10-year time horizon.

Asset Class	Benchmark	Target Allocation (a)	Geometric Real Rate of Return (Expected minus Inflation) (b)
US Equities	Dow Jones U.S. Total Stock Market Index	10.50%	5.40%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index (c)	18.00%	8.40%
Global Equities	MSCI World (net) Index	2.50%	5.70%
International Equities – Developed	MSCI World Ex USA (net) Index	10.00%	5.40%
International Equities – Emerging	MSCI Emerging Markets (net) Index	7.00%	5.90%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	1.60%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	12.00%	4.39%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.95%
Distressed Debt	Cambridge Associates Distressed Securities Index (d)	2.00%	7.20%
REIT Equities	67% FTSE NAREIT Equity REIT Index + 33% S&P Global REIT (net) Index	2.00%	4.15%
Master Limited Partnerships	Aerian MLP Index	3.00%	5.35%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (c)	6.00%	6.30%
Hedge Funds	Hedge Funds Research Inc., (HFRI) Fund of Composite	13.00%	3.90%

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

- a) Target allocation adopted at the April 2019 TCDRS Board Meeting.
- b) Geometric real rates of return equity the expected return minus the assumed inflation rate of 1.7%, per Cliffwater LLC's 2019 capital market assumptions.
- c) Includes vintage years 2006-present of Quarter Pooled Horizon internal rates of return.
- d) Includes vintage years 2005-present of Quarter Pooled Horizon internal rates of return.
- e) Includes vintages years 2007-present of Quarter Pooled Horizon internal rates of return.

The discount rate used to measure the total pension liability was 8.10%. This rate reflects the long-term rate of return funding valuation assumption of 8.00%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

Changes in Net Pension Asset – Changes in the District's net pension asset for the valuation year ended December 31, 2018 are as follows:

	Total Pension Liability	Increase (Decrease) Fiduciary Net Position	Net Pension (Asset) Liability
	(a)	(b)	(a) - (b)
Balance as of December 31, 2017	\$ 2,534,076	\$ 1,112,176	\$ 1,421,900
Changes for the year:			
Service Cost	378,488	-	378,488
Interest on total pension liability (1)	235,727	-	235,727
Effect of plan changes (2)	-	-	-
Effect of economic/demographic gains or losses	89,273	-	89,273
Effect of assumption changes or inputs	-	-	-
Refund of contributions	(4,808)	(4,808)	-
Benefit payments	-	-	-
Administrative expenses	-	(1,426)	1,426
Member contributions	-	189,544	(189,544)
Net investment income	-	(13,364)	13,364
Employer contributions	-	473,859	(473,859)
Other (3)	-	19,733	(19,733)
Balance as of December 31, 2018	<u>\$ 3,232,756</u>	<u>\$ 1,775,714</u>	<u>\$ 1,457,042</u>

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

(1) reflects the change in the liability due to time value of money. TCDRS does not charge fees or interest.

(2) no plan changes valued.

(3) relates to allocation of system-wide items.

Security Analysis – The following presents the net pension asset of the District, calculated using the discounted rate of 8.1%, as well as what the District's net pension asset would be if it were calculated using a discount rate that is 1 percentage point lower (7.10%) or 1 percentage point higher (9.10%) than the current rate.

	1% Decrease (7.10%)	Current Discount Rate	1% Increase (9.10%)
Total pension liability	\$ 3,939,531	\$ 3,232,756	\$ 2,673,796
Fiduciary net position	1,775,714	1,775,714	1,775,714
Net pension liability/(asset)	<u>\$ 2,163,817</u>	<u>\$ 1,457,042</u>	<u>\$ 898,082</u>

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources – For the year ended September 30, 2019, the District recognized pension expense of \$323,075. As of September 30, 2019, the deferred outflows and inflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 12,759	\$ 134,391
Changes of assumptions	33,508	238
Net difference between projected and actual earnings	-	96,903
Contributions made subsequent to measurement date	476,037	-
Total	<u>\$ 522,304</u>	<u>\$ 231,532</u>

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

The amounts reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in the pension expense as follows:

	Pension Expense Amount
Year ended September 30:	
2019	\$ 33,677
2020	32,158
2021	28,851
2022	34,017
2023	7,950
Thereafter	48,612
	<u>\$ 185,265</u>

8. Reconciliation of Government Wide and Fund Financial Statements

Amounts reported for governmental activities in the statement of net assets are different because:

Governmental funds total fund balance	\$ 5,453,142
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	7,859,480
Pension outflows, net	290,722
Deferred tax revenue is not available to pay for current period expenditures and, therefore, is deferred in the funds.	2,989
Long-term debt	<u>(3,618,623)</u>
Total net position	<u>\$ 9,987,710</u>

Hays County Emergency Services District #8

Notes to Financial Statements

8. Reconciliation of Government Wide and Fund Financial Statements (continued)

Amounts reported for governmental activities in the statement of activities are different because:

Revenues in excess of expenditures	\$ 2,043,246
Pension plan expense	1,712,671
Deferred income	55,369
Current year capital outlays	129,357
Depreciation expense	(485,093)
Repayment of long-term debt	<u>417,679</u>
Change in net position	\$ <u><u>3,873,229</u></u>

Hays County Emergency Services District #8

Budgetary Comparison Schedule – General Fund

For the Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Property tax revenue	\$ 3,755,498	\$ 3,755,498	\$ 3,796,018	\$ 40,520
Sales tax revenue	1,800,000	1,800,000	2,139,752	339,752
EMS revenue	1,954,006	1,954,006	2,283,555	329,549
Grant revenue	7,000	7,000	8,818	1,818
Other income	62,598	62,598	166,466	103,868
Permit fees	20,000	20,000	21,320	1,320
Training revenue	1,500	1,500	12,440	10,940
	<u>7,600,602</u>	<u>7,600,602</u>	<u>8,428,369</u>	<u>827,767</u>
Expenditures:				
Payroll and related costs	4,518,730	4,484,844	4,450,958	33,886
Debt service	563,780	563,750	563,720	30
Maintenance	252,127	245,500	238,873	6,627
Insurance	104,173	115,000	125,827	(10,827)
Firefighting supplies and programs	300,222	255,000	179,778	75,222
EMS expenses	520,121	378,350	236,579	141,771
Utilities and telephone	286,376	259,136	231,896	27,240
Office supplies	135,028	109,500	83,972	25,528
Fuel	49,670	47,950	46,230	1,720
Professional fees	63,310	112,500	161,690	(49,190)
Training expense	28,400	47,000	65,600	(18,600)
Total expenditures/expenses	<u>6,821,937</u>	<u>6,618,530</u>	<u>6,385,123</u>	<u>233,407</u>
Expenditures in excess of revenues	778,665	982,072	2,043,246	1,061,174
Fund balance at beginning of year	2,531,723	2,531,723	3,409,896	-
Fund balance at end of year	<u>\$ 3,310,388</u>	<u>\$ 3,513,795</u>	<u>\$ 5,453,142</u>	<u>\$ 1,061,174</u>

Notes to the financial statements are integral to this statement.

Hays County Emergency Services District #8

Schedule of Changes in Net Pension Asset and Related Ratios

For the Year Ended September 30, 2019

	2018	2017	2016	2015
Total Pension Liability				
Service Cost	\$ 378,488	\$ 348,864	\$ 368,793	\$ 133,167
Interest on total pension liability	235,727	70,072	25,870	5,126
Effect of plan changes	-	1,579,798	-	(4,420)
Effect of assumption changes or inputs	-	(40,210)	-	334
Effect of economic/demographic (gains) or losses	89,273	59,325	(17,012)	4,368
Benefit payment/refunds or contributions	(4,808)	-	-	-
Net change in total pension liability	698,680	2,017,849	377,651	138,575
Total pension liability, beginning	2,534,076	516,226	138,575	-
Total pension liability, ending	<u>\$ 3,232,756</u>	<u>\$ 2,534,075</u>	<u>\$ 516,226</u>	<u>\$ 138,575</u>
Fiduciary Net Position				
Employer contributions	\$ 473,859	\$ 280,476	\$ 228,427	\$ 91,378
Member contributions	189,544	171,394	159,271	65,192
Investment income net of investment expenses	(13,364)	89,771	11,841	(1,330)
Benefit payment/refunds of contributions	(4,808)	-	-	-
Administrative expenses	(1,426)	(740)	(129)	(58)
Other	19,733	6,049	10,641	(7)
Net change in fiduciary net position	663,538	546,950	410,051	155,175
Fiduciary net position, beginning	1,112,176	565,226	155,175	-
Fiduciary net position, ending	1,775,714	1,112,176	565,226	155,175
Net pension liability/(asset), ending	<u>\$ 1,457,042</u>	<u>\$ 1,421,899</u>	<u>\$ (49,000)</u>	<u>\$ (16,600)</u>
Fiduciary net position as a % of total pension liability	54.93%	43.89%	109.49%	111.98%
Pensionable covered payroll	\$ 3,159,060	\$ 2,856,570	\$ 2,654,519	\$ 2,607,684
Net pension liability/(asset) as a % of	46.12%	49.78%	-1.85%	-0.64%

This schedule is presented to illustrate the requirement to show information for 10 years. Additional years will be displayed as they become available.

Notes to the financial statements are integral to this statement.

Hays County Emergency Services District #8

Schedule of District Contributions

For the Year Ended September 30, 2019

<u>Year ending December 31,</u>	<u>Actuarially Determined Contribution (1)</u>	<u>Actual Employer Contribution (1)</u>	<u>Contribution Deficiency (Excess)</u>	<u>Pensionable Covered Payroll (2)</u>	<u>Actual Contribution as a % of Covered Payroll</u>
2009					
2010					
2011					
2012					
2013					
2014					
2015	91,378	91,378	-	1,086,535	8.4%
2016	223,245	228,427	(5,182)	2,654,519	8.6%
2017	219,099	280,476	(61,377)	2,856,570	9.8%
2018	440,373	473,859	(33,486)	3,159,060	15.0%

(1) TCDRS calculates actuarially determined contributions on a calendar year basis. GASB Statement NO. 68 indicates the employer should report employer contribution amounts on a fiscal year basis. If additional assistance is needed, please contact TCDRS.

(2) Payroll is calculated based on contributions as reported to TCDRS.

This schedule is presented to illustrate the requirement to show information for 10 years. Additional years will be displayed as they become available.

Hays County Emergency Services District #8

Notes to Required Supplementary Information

For the Year Ended September 30, 2019

Valuation date: actuarially determined contribution rates are calculated each December 31, two years prior (if available) to the end of the fiscal year in which contributions are reported.

Actuarial Cost Method	Individual entry age normal
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	8.0 years based on contribution rate calculated in 12/31/2018 valuation
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.90% average over career including inflation
Investment Rate of Return	8.00% net of administrative and investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in Assumptions and Methods Reflected in the Schedule of Employee Contributions*	2015 – new inflation, mortality and other assumptions were reflected. 2017 – new mortality assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	2015 – no changes in plan provision were reflected in the Schedule. 2016 – no changes in plan provisions were reflected in the Schedule. 2017 – new annuity purchase rates were reflected for benefits earned after 2017. 2018 – employer contributions reflect that the prior service matching rate was increased to 100%

*- Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to the Schedule.

Notes to the financial statements are integral to this statement.

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 the Fiscal Year 2019 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached and was received in the Auditor's Office on May 27, 2020.

Hays County Emergency Services District No. 5

**Independent Auditor's Report and
Financial Statements
September 30, 2019**

JANSEN AND GREGORCZYK

Certified Public Accountants
P.O. Box 1778 Kyle, TX 78640

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Hays County Emergency Services District #5

We have audited the accompanying financial statements of the governmental activities of Hays County Emergency Services District #5 (the District), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements,

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

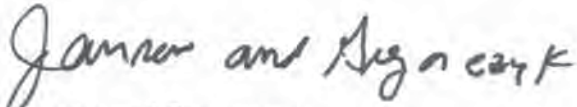
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Hays County Emergency Services District #5, as of September 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in net pension liability and related ratios – TCDRS, the schedule of employer contributions – TCDRS and the budgetary comparison information on pages 3-6 and on pages 19-21 to be presented

to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Jansen and Gregorczyk

Kyle, Texas
April 10, 2020

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5 MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) SEPTEMBER 30, 2019

Our discussion and analysis of the Hays County Emergency Services District # 5 (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which follow this section.

The financial report consists of three parts: Management's Discussion and Analysis (this section), the financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenditures of \$4,569,117 compared to total revenues of \$4,757,246 resulting in an increase in net assets of \$188,129 for the year ended September 30, 2019.
- The District's cash balance increased by \$148,539 for the fiscal year.
- The District's ad valorem tax rate remained at .10 per \$100 of assessed valuation for the fiscal year ended September 30, 2019 which is the statutory limit, as established by the State of Texas constitution.
- The District received \$69,211 more in sales tax revenue compared to prior year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net assets* and changes in them. You can think of the District's net position—the difference between assets and liabilities—as one way to measure the District's financial health, or *financial position*. Over time, increases or decreases in the District's net assets are one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District's total net assets increased by \$188,129 in the year ended September 30, 2019. Our analysis of the District's activities below focuses on net assets (Table 1) and the changes in net assets (Table 2).

Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements were \$1,446,793 at September 30, 2019.

	2019	2018
Current and Other Assets	\$ 1,668,141	\$ 1,581,610
Non Current and Capital Assets	5,202,510	5,595,886
Total Assets	6,870,651	7,177,496
Deferred Outflows related to pensions	412,197	298,776
Current Liabilities	192,816	706,253
Long-term Liabilities Outstanding	3,877,031	3,736,573
Total Liabilities	4,069,847	4,442,826
Deferred Inflows related to pensions	42,388	50,962
Net Position:		
Net investment in capital assets	1,723,820	1,659,893
Unrestricted	1,446,793	1,322,591
Total net position	\$ 3,170,613	\$ 2,982,484
Revenues		
Ad Valorem Taxes	\$ 3,562,133	\$ 3,210,926
Interest Income	14,664	10,454
Other Income	1,161,105	802,471
Grant Income	19,344	190,247
Total revenues	4,757,246	4,214,098
Expenses		
Firefighting Operations	4,401,588	3,815,284
Legal & Accounting	54,638	55,857
Interest Expense	112,891	101,822
Total expenses	4,569,117	3,972,963
Change in net position	188,129	241,135
Net position - beginning	2,982,484	2,741,349
Net position - ending	\$ 3,170,613	\$ 2,982,484

The District has sufficient revenues to pay expenses of the District.

General Fund Budgetary Highlights

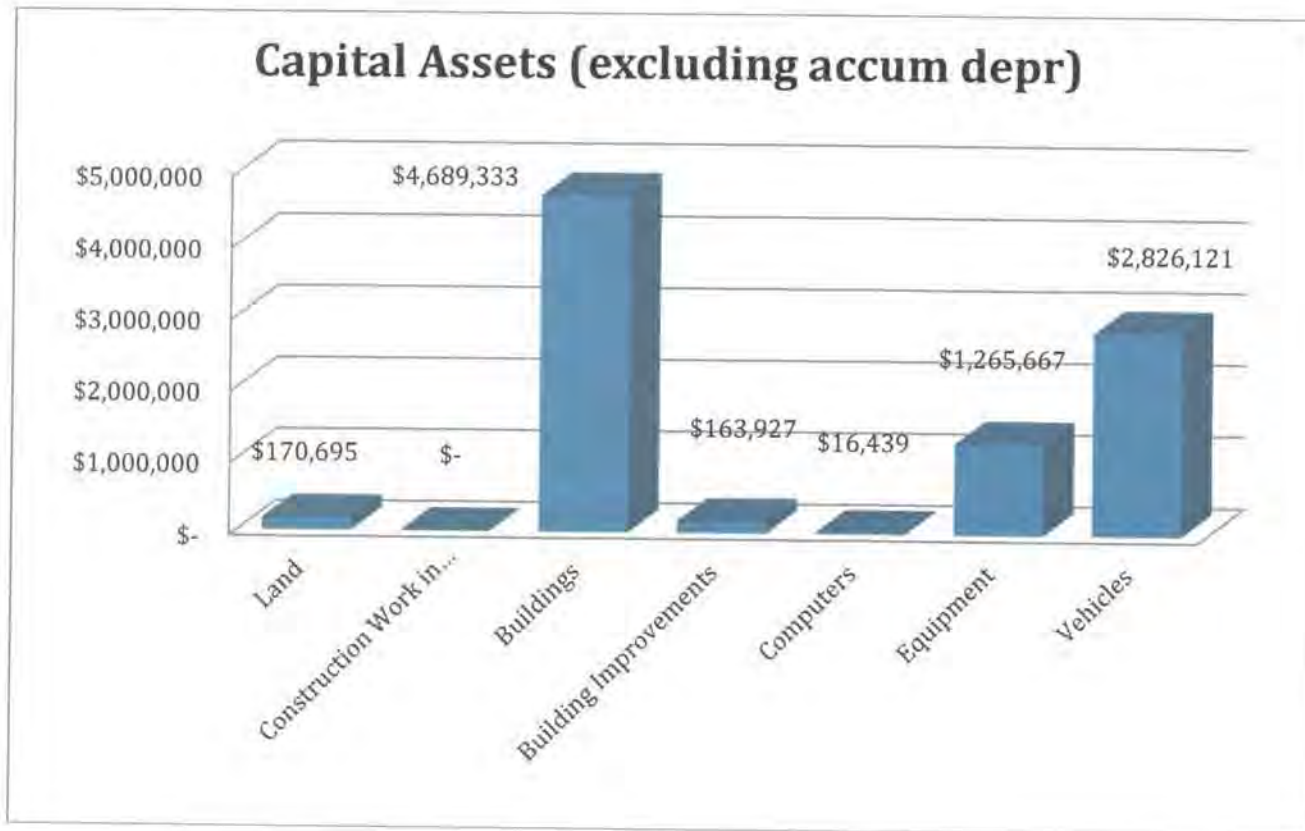
The General Fund had an excess of revenues over expenditures of \$129,295. The reasons for the budget difference included the following:

- Tax revenues, sales tax revenue, inspection income and grant income were higher than anticipated.
- Overall firefighting expenses were higher than budgeted.

- Personnel and related expenses were higher than budgeted.

Capital Asset and Debt Administration

The District's investment in capital assets at September 30, 2019, net of accumulated depreciation, totaled \$5,202,510. Capital assets are classified as shown below:



Debt Administration

The District's long-term debt at September 30, 2019, net of the current portion, totaled \$3,478,690 for loans. The current portion of the long-term debt was \$469,331. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the "Debt Service Ratio") at 35% or less with the ad valorem tax rate at 10.00 cents per \$100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District's ability to service the debt and still be able to pay annual operating expenses. The District's Debt Service Ratio as of September 30, 2019 is total debt service of \$457,304/ total revenues of \$ 4,757,246 for a ratio of 9.61%.

Economic Factors and Next Year's Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2019 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Beth Smith, President
Hays County Emergency Services District #5
P.O. Box 1385
Kyle, TX 78640

Hays County Emergency Services District #5
Statement of Net Position and Governmental Funds Balance Sheet
As of September 30, 2019

	General Fund	Adjustments (Note 6)	Statement of Net Assets
ASSETS			
Cash	\$ 262,766		\$ 262,766
Investments	1,155,085		1,155,085
Accounts receivable	175,236		175,236
Taxes receivable	75,054	-	75,054
Capital assets:			
Land	-	170,695	170,695
Other capital assets, net of depreciation	-	5,031,815	5,031,815
	<u>1,668,141</u>		<u>6,870,651</u>
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	185,244	185,244
Difference actual and projected plan earnings	-	55,797	55,797
Changes on assumptions	-	703	703
Contributions	-	170,453	170,453
	-		<u>412,197</u>
Total Assets	<u>\$ 1,668,141</u>		<u>\$ 7,282,848</u>
LIABILITIES			
Accounts payable	18,761	-	18,761
Accrued interest payable	-	71,016	71,016
Accrued payroll and benefits	103,039	-	103,039
Long-term liabilities:		-	-
Accrued Leave		95,825	95,825
Due within 1 year	-	469,331	469,331
Due in more than 1 year	-	3,009,359	3,009,359
Net pension liability	-	302,516	302,516
Total liabilities	<u>121,800</u>		<u>4,069,847</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	\$ 75,054	(75,054)	\$ -
Changes in assumptions		9,815	9,815
Difference actual and projected plan earnings	-	32,573	32,573
	<u>75,054</u>		<u>42,388</u>
FUND BALANCES/NET POSITION			
Fund Balances			
Fund balance - unassigned	1,471,287	(1,471,287)	
	<u>\$ 1,668,141</u>		
NET POSITION			
Net investment in capital assets		1,723,820	1,723,820
Unrestricted		1,446,793	1,446,793
			<u>3,170,613</u>
See accompanying notes to the financial statements			<u>\$ 7,282,848</u>

Hays County Emergency Services District #5
Statement of Activities and Governmental Funds Statement
of Revenues, Expenditures and Changes in Fund Balances
For the Year ended September 30, 2019

	General Fund	2019 Adjustments (Note 5)	Statement of Activities
Expenses:			
Firefighting and related expenses	\$ 496,947		\$ 496,947
Personnel and related expenses	3,368,003	23,020	3,391,023
Depreciation	-	411,260	411,260
Tax Collection Expenses	26,479		26,479
Professional Services	54,638		54,638
Administrative Expenses	47,492		47,492
Capital Outlay	17,884	(17,884)	-
Debt Service	457,304	(457,304)	-
Interest Expense	123,150	(10,259)	112,891
Insurance	28,387	-	28,387
Total expenses	<u>\$ 4,620,284</u>		<u>\$ 4,569,117</u>
General revenues:			
Ad Valorem Tax Revenues	3,554,679	7,454	3,562,133
Inspection and Training Income	247,229	-	247,229
F1 Contract and Site Lease Income	29,540		29,540
Sales and Use Tax Income	533,239		533,239
SAFER Grant Income	197,161		197,161
Grant Income	19,344		19,344
Other Income	153,936		153,936
Interest Income	14,664		14,664
Total general revenue	<u>\$ 4,749,792</u>		<u>\$ 4,757,246</u>
Revenue over/(under) expenditures	<u>129,508</u>		<u>188,129</u>
Net change in fund balance	<u>129,508</u>		<u>188,129</u>
Net position/fund balance - beginning	1,341,779		2,982,484
Net position/fund balance - ending	<u><u>\$ 1,471,287</u></u>		<u><u>\$ 3,170,613</u></u>

See accompanying notes to the financial statements

Hays County Emergency Services District #5
Notes to the Financial Statements
For The Year Ending September 30, 2019

Note 1- Summary of Significant Accounting Policies

The accounting policies of the Hays County Emergency Services District #5 (the District) conform to U. S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The more significant of the District's policies are described below.

A. The Reporting Entity

The Hays County Emergency Services District #5 was created by an election of the residents of Hays County residents from within what would be the geographical boundaries for the District. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire department.

The District is under full control and management of a five commissioner Board of Commissioners. The commissioners are appointed by the Hays County Commissioners. For financial reporting purposes, the District includes all funds that are controlled by, or dependent upon, actions of the Board of Commissioners. Control by, or dependence upon, the Board was determined on the basis of the Board's full control of budget adoption and taxing authority.

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operation; thus data from these units would be combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in separate organizations that meet the aforementioned criteria; therefore, none are included in the accompanying general-purpose financial statements.

The District is not included in any other governmental reporting entity.

Effective October 1, 2012 the District assumed all operations from the Kyle Volunteer Fire Department.

B. Government-Wide Financial and Fund Financial Statements

The District is considered a special purpose government under GASB Statement No. 34. This allows the district to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers

revenues to be available if they are collected within thirty-one days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

E. Net Position

Net position represents the difference between assets and liabilities. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

F. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimations and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

G. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The District reported unavailable revenue in the form of property taxes as Deferred Inflows of Resources in the Statement of Net Position. Deferred Inflows arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considered to have been for prior year services.

H. Compensated Absences

Full time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24/48 hour shift schedule and typically work 56 hours per week. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave but are only allowed to carry forward a maximum of 72 hours to the next calendar year. Firefighters that have been with the department for more than 21 years can receive 432 hours of leave. Accrued leave will be paid to employee upon separation of employment based on when notice of termination is given. As of September 30, 2019, \$198,864 was accrued for as a payable for paid leave.

I. Capital Assets

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$5,000 for assets with a useful life of two years or more.

The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Trucks and Equipment	5-10 years
Furniture and Fixtures	5-15 years
Buildings	40 years

NOTE 2 – Deposits and Investments

The District's deposits exposed to concentrations of credit risk consist of cash, which is deposited in one major financial institution. At September 30, 2019, the carrying amount of the District's cash deposits was \$1,417,851, and the bank balance was \$1,471,815. This District had Pledged Securities from the financial institution for the excess over the FDIC insurance maximum.

NOTE 3 – Budget Variances

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were no current year amendments. Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance.

NOTE 4 – Ad Valorem Taxes

Ad valorem taxes attach as an enforceable lien on property as of January 1 of each year. Taxes are levied on October 1 and are payable in full by the following January 31. The District employs the services of the Hays County Appraisal District for assessing and billing its property taxes and employs the services of the Hays County Tax Assessor/Collectors for the collection of its taxes. Revenues are recognized when received by the District. The tax rate was \$0.10 per \$100 of assessed valuation.

NOTE 5 – Capital Assets

	Balance 9/30/18	Additions	Retirements	Balance 9/30/19
Land	\$ 170,695	\$ -	-	\$ 170,695
Construction Work in Progress	-	-	-	-
Buildings	4,689,333	-	-	4,689,333
Building Improvements	163,927	-	-	163,927
Computers	16,439	-	-	16,439
Equipment	1,247,783	17,884	-	1,265,667
Vehicles	2,826,121	-	-	2,826,121
Total Capital Assets	\$ 9,114,298	\$ 17,884	\$ -	\$ 9,132,182
Less: Accumulated Depreciation	(3,518,411)	-	(411,260)	(3,929,671)
Net Capital Assets	<u>\$ 5,595,887</u>	<u>\$ 17,884</u>	<u>\$ (411,260)</u>	<u>\$ 5,202,511</u>

NOTE 6 – Adjustments to Convert Fund Statements to Government-Wide

Unrestricted fund balance - governmental fund	\$ 1,471,287
Increase net position for capital assets not reported in the governmental funds	5,202,510
Long term liabilities not reported in the fund financial statements	(3,781,206)
Taxes receivables deferred in the fund financial statements and in the government-wide financial statements	75,054
Accrued leave not reported in the fund financial statements	(95,825)
Deferred outflows and inflows of resources related to pensions are applicable to future reporting periods and are not reported in the fund financial statements	369,809
Accrued interest expense on long term debt not reported in the fund financials	(71,016)
Net position - governmental activities	<u>\$ 3,170,613</u>
Net change in fund balance - governmental fund	129,508
Capital outlays recognized as expenditures in the fund financial statements	17,884
Depreciation expense not recognized in the fund financial statements	(411,260)
Long-term debt principal payments are recognized as expenditures in the fund financial statements	457,304
Change in pension benefit accrual	(23,020)
Change in interest expense not recognized in the General Fund	10,259
Gain on sale of capital assets not reflected in the fund financials	-
Net increase in tax receivable deferred in the fund financial statements and not in the government-wide financial statements	7,454
Change in net position - governmental activities	<u>\$ 188,129</u>

NOTE 7 – Long Term Liabilities

Long term debt as of September 30, 2019 is as follows:

Desc	Collateral	Amount of Original Issue	Maturity Date	Interest Rate	Balance 9/30/18	Additions	Retirements	Balance 9/30/19
Loan	Station #1 Refi	2,612,596	2028	3.32%	2,431,829	-	186,769	2,245,060
Loan	Quint 21	607,000	2025	2.65%	536,571	-	71,079	465,492
Loan	Engine	472,000	2023	2.88%	277,594	-	67,340	210,254
Loan	Mt City Bldg	340,000	2023	2.60%	340,000	-	64,555	275,445
Loan	Truck/Eqpt	350,000	2023	2.71%	350,000	-	67,561	282,439
		<u>\$ 4,381,596</u>			<u>\$ 3,935,994</u>	<u>\$ -</u>	<u>\$ 457,304</u>	<u>\$ 3,478,690</u>
						Less: current portion		<u>(469,331)</u>
								<u>\$ 3,009,359</u>

Maturities of long-term debt as of September 30, 2019 are as follows:

<u>Years</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	469,331	108,041	577,372
2021	483,237	94,133	577,370
2022	494,101	79,811	573,912
2023	435,717	66,313	502,030
2024	382,321	54,451	436,772
2025-2029	1,213,983	123,544	1,337,527
	<u>\$ 3,478,690</u>	<u>\$ 526,293</u>	<u>\$ 4,005,002</u>

<u>Other Long-Term Liabilities:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued Leave	<u>\$ 50,768</u>	<u>\$ 85,671</u>	<u>\$ (40,614)</u>	<u>\$ 95,825</u>

NOTE 8 – Other Matters

The City of Kyle paid a total of \$28,387 on behalf of the District for property insurance coverage. This has been recorded as an in kind income item and offset by the same amount as an insurance expense.

The board has reviewed subsequent events from year end to the date of this report, April 10, 2020.

Due to Covid-19, it is not possible to know what the financial implication may be on the District.

NOTE 10 – Risk Management

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,600 member cities/political subdivisions located throughout the State of Texas.

The District pays premiums to the risk pool for its general liability, property, auto and worker's compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 11 – Pension and Deferred Compensation Plans

DISTRICT STAFF

The District provides a 457(b) Deferred Compensation Plan for all employees that are considered full time employees. Participation is voluntary and the employee is eligible to contribute from 2%-10% maximum.

Effective October 1, 2013 the District entered into a pension plan with Texas County & District Retirement System (TCDRS). The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide system, an agent multiple-employer defined benefit public employee retirement system. The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS.

TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detail explanations of the contributions, benefits and

actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS. TCDRS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

District contribution rate	7.47%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

Employees Covered

As of December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	11
Active employees	43

CONTRIBUTIONS

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 7.92%. The District's contributions to TCDRS for the year ended September 30, 2019 were \$170,453, which equaled the required contribution.

Net Pension Liability

The District's net pension liability of \$302,516 for TCDRS at September 30, 2019 was measured as of December 31, 2018. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Valuation Date	12/31/2017
Actuarial Cost Method	Entry age normal
Investment Rate of Return (8.00% rate of return plus 0.10% adjustment gross of admin expenses)	8.10%
Inflation	2.75%
Projected Salary Increases	4.90%
Mortality rates	RP-2014 mortality tables projected with 110% of MP-2014 Scale after 2014

Actuarial assumptions used in the December 31, 2018 valuations were based on the results of an actuarial experience study the period January 1, 2013 through December 31, 2016.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 8.10%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension plan liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 8.10% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
U. S. Equities	10.50%	5.40%
Private Equity	18.00%	8.40%
Global Equities	2.50%	5.70%
International Equities-Developed	10.00%	5.40%
International Equities-Emerging	7.00%	5.90%
Investment-Grade Bonds	3.00%	1.60%
Strategic Credit	12.00%	4.39%
Direct Lending	11.00%	7.95%
Distressed Debt	2.00%	7.20%
REIT Equities	2.00%	4.15%
Master Limited Partnerships	3.00%	5.35%
Private Real Estate Partnerships	6.00%	6.30%
Hedge Funds	13.00%	3.90%

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Sensitivity of the Net Pension Liability to Changes in Discounts Rate

The following presents the net pension liability of the District, calculated using the discount rate of 8.10%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (7.10%)	Discount Rate (8.10%)	1% Increase (9.10%)
District's net pension liability	\$ 583,913	\$ 302,616	\$ 79,158

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/ (Asset) (a)-(b)
<u>Changes in Net Pension Liability</u>			
Balance at 12/31/17	\$ 918,532	\$ 662,123	\$ 256,409
Changes for the year:			
Service cost	249,907		249,907
Interest on total pension liability	94,274		94,274
Effect of plan changes	-		-
Effect of economic/demographic gains or losses	44,626		44,626
Effect of assumption changes or inputs	-		-
Refunds of contributions	(9,296)	(9,296)	-
Benefit payments	-	-	-
Administrative expense		(800)	800
Member contributions		155,473	(155,473)
Net investment income		(8,619)	8,619
Employer contributions		186,566	(186,566)
Other	-	9,980	(9,980)
Balance at 12/31/18	<u>\$ 1,298,043</u>	<u>\$ 995,427</u>	<u>\$ 302,616</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2019, the District recognized pension expense of \$143,239. At September 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expencted and actual experience	\$ 36,192	\$ 160,003
Changes in actuarial assumptions	10,796	781
Differences between projected and actual investment earnings	3,974	-
Contributions subsequent to the measurement date	-	-

\$170,453 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ended September 30, 2019. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended December 31:

2019	\$ 30,401
2020	\$ 28,125
2021	\$ 26,695
2022	\$ 30,028
2023	\$ 14,863
Thereafter	\$ 69,244

REQUIRED SUPPLEMENTARY INFORMATION

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIO'S
FOR THE YEAR ENDED SEPTEMBER 30, 2019*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total pension liability					
Service cost	\$ 249,907	\$ 193,206	\$ 111,333	\$ 72,093	\$ 50,452
Interest on total liability	94,274	59,517	28,417	19,317	7,927
Effect of plan changes	-	64,202	90,408	7,665	22,352
Effect of economic/demographi (gains) or losses	44,626	74,753	62,314	(47,049)	55,977
Effect of assumption changes or inputs	-	(11,777)	-	1,015	-
Benefit payments, including refunds of employee contributions	(9,296)	(5,757)	-	-	-
Net change in total pension liability	379,511	374,143	292,471	53,041	136,708
Total pension liability - beginning	918,532	544,388	251,917	198,876	62,167
Total pension liability - ending (a)	\$ 1,298,043	\$ 918,532	\$ 544,388	\$ 251,917	\$ 198,876
Plan fiduciary net position					
Contributions - employer	186,567	132,054	75,236	46,980	28,781
Contributions - employee	155,473	126,984	76,615	46,751	38,948
Net investment income	(8,619)	55,255	13,554	(723)	1,371
Benefit payments, including refunds of employee contributions	(9,296)	(5,757)	-	-	-
Administrative expenses	(800)	(440)	(147)	(98)	(40)
Other	9,980	3,390	7,991	(12)	(3)
Net change in plan fiduciary net position	333,305	311,485	173,249	92,898	69,058
Plan fiduciary net position - beginning	662,123	350,637	177,389	84,490	15,433
Plan fiduciary net position - ending (b)	995,427	662,123	350,637	177,389	84,490
Net pension liability (a) - (b)	\$ 302,616	\$ 256,409	\$ 193,751	\$ 74,528	\$ 114,385
 Plan fiduciary net position as a percentage of the total net pension liability	 76.69%	 72.08%	 64.41%	 70.42%	 42.48%
Covered employee payroll	\$ 2,221,036	\$ 1,814,059	\$ 1,532,299	\$ 1,168,774	\$ 973,712
Net pension liability as percentage of covered-employee payroll	13.62%	14.13%	12.64%	6.38%	11.75%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2019 - Valuation Date 12/31/18.

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2019*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	2019	2018	2017	2016	2015
Actuarially determined contribution**	\$ 186,567	\$ 131,519	\$ 75,236	\$ 46,980	\$ 27,751
Contributions in relation to the actuarially determined contribution	186,867	132,054	75,236	46,980	28,781
Contribution deficiency (excess)	-	(534)	-	-	(1,030)
Covered-employee payroll	2,221,036	1,814,059	1,532,299	1,168,774	973,712
Contributions as a percentage of covered-employee payroll	8.40%	7.30%	4.90%	4.00%	3.00%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

Valuation Date: December 31, 2018

**TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	14.4 years (based on contribution rate calculated in 12/31/18 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service, 4.9% average over career including inflation
Investment rate of Return	8.00 net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected.
Changes in Plan Provisions Reflected in	2015: Employer contributions reflect that the current service matching rate was increased to 150% for future benefits. 2016: Employer contributions reflect that the member contribution rate was increased to 5%. 2017: Employer contributions reflect that the member contribution rate was increased to 7% and the current service matching rate was increased to 175% for future benefits. Also, new Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits. - See Independent Auditor's Report -

Hays County Emergency Services District #5
 Budgetary Comparison Schedule
 General Fund
 For the Year Ended September 30, 2019

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem tax revenues	\$ 3,528,655	\$ 3,528,655	\$ 3,554,679	\$ 26,024
Inspection and Training Income	125,000	125,000	247,229	122,229
F1 contract and site lease income	-	-	29,540	29,540
Other income	94,600	94,600	153,936	59,336
Grant Income	199,150	199,150	216,505	17,355
Sales and Use Tax Income	430,000	430,000	533,239	103,239
Interest income	12,150	12,150	14,664	2,514
Total general revenue	<u>4,389,555</u>	<u>4,389,555</u>	<u>4,749,792</u>	<u>360,237</u>
Expenditures:				
Firefighting and related expenses	454,300	454,300	496,947	(42,647)
Personnel and related expenses	3,162,557	3,162,557	3,368,003	(205,446)
Tax Collection expenses	32,000	32,000	26,479	5,521
Professional Services	38,000	38,000	54,638	(16,638)
Administrative expenses	43,500	43,500	47,492	(3,992)
Debt Service	588,985	588,985	580,454	8,531
Insurance	55,000	55,000	28,387	26,613
Capital Outlay	15,000	15,000	17,884	(2,884)
Total Expenditures:	<u>4,389,342</u>	<u>4,389,342</u>	<u>4,620,284</u>	<u>(230,942)</u>
Revenues (under)/over expenditures	213	213	129,508	129,295
Beginning fund balance	<u>1,341,779</u>	<u>1,341,779</u>	<u>1,341,779</u>	<u>-</u>
Ending fund balance	<u>\$ 1,341,992</u>	<u>\$ 1,341,992</u>	<u>\$ 1,471,287</u>	<u>\$ 129,295</u>

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 execution of a Resolution to the Office of the Secretary of State related to application and compliance of three grant awards under the Help America Vote Act (HAVA) of 2002 to include the HAVA Cares Act 2020, 2020 Election Security Grant, and 2018 Election Security Grant.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 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
T. CRUMLEY / ANDERSON	BECERRA	N/A

SUMMARY

The Office of the Secretary of State has authorized Hays County to submit one resolution outlining the intent to apply/accept grant funding for three awards under the HAVA Act.

Attachment: Resolution



San Marcos, Texas

Resolution

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

WHEREAS, as of May 2020, the Secretary of State released information and applications for counties to apply for and receive additional funding support from the State and Federal government regarding COVID-19 and Election Cyber Security;

WHEREAS, such funds can be utilized for the following (1) Voting Equipment, (2) Election Auditing, (3) Voter Registration Systems, (4) Cyber Security, and (5) Communications;

WHEREAS, the following grants are available and can be utilize the same resolution for qualification (1) 2020 CARES Act Grant, (2) 2018 Election Security Grant, and (3) 2020 Election Security Grant;

WHEREAS, Hays County Commissioners Court agrees that the expenditures of the funds will be in accordance with applicable federal and state law and any agreement between Hays County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

WHEREAS, Hays County Commissioners Court agrees to assign a single point of contact (SPOC), Jennifer Anderson, to act on behalf of the county in communication with the Office of the Secretary of State, including the submission of all necessary reports.

WHEREAS, Hays County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

WHEREAS, Hays County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

WHEREAS, Hays County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Hays County Commissioners Court assures that all funds will be returned to the Office of the Secretary of State in full.

ADOPTED THIS DAY of June 2, 2020

**Ruben Becerra
Hays County Judge**

ATTEST:

**Elaine Cardenas, MBA, PhD.
Hays 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

Accept a donation of \$750.00 to the Sheriff's Office Community Outreach Division and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 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 Community Outreach Division received a donation of \$750.00 from the San Marcos Lions Club. The Lions Club is requesting for the donation to be used towards supplies and materials for the 2020 Jr. Deputy program.

Budget Amendment

Special Projects Fund

Increase 052-618-00.4610 Contributions \$750.00

Increase 052-618-00.5222 Crime Prevention \$750.00

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 acceptance of rifle accessories to the Hays County Sheriff's Office SWAT Team, a value of \$500 and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

001-618-00.]

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 rifle accessories from Magpul to upgrade a Remington 700 sniper rifle. While discussing upgrade options the vendor decided to donate the items to the Sheriff's Office in support of local Law Enforcement, a value of \$500.00.

Budget Amendment

Increase Contributions 001-618-00.4610

Increase Law Enforcement Supplies 001-618-00.5206

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

Ratify the acceptance of cleaning services of six patrol vehicles from Servpro San Marcos/New Braunfels a total value of \$600.00 and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

001-618-00.]

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

Servpro provided cleaning services for first responders and the S.O. received a complimentary surface wipe down and microbial misting to six patrol vehicles, a value of \$600.00.

Budget Amendment

Increase Contributions 001-618-00.4610

Increase Contract Services 001-618-00.5448

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 to Francis L. Dean & Associates for \$577.00 related to a Sports Insurance Policy for the Juvenile Probation Departments summer program in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$577.00

LINE ITEM NUMBER

001-686-00.5340

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jesse DeLeon	BECERRA	N/A

SUMMARY

The Juvenile Probation Office obtained sports insurance coverage for their summer program related to youth sports and failed to obtain a purchase order as required per County Purchasing Policy. Funds are provided through the Texas Juvenile Justice Department State Aid Grant for this expense.

Attachment: Francis L. Dean & Associates Invoice #2020-01

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

Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds were received.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$26,567

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is seeking approval to budget insurance proceeds received for vehicle repairs. To date, the county has received a total of \$26,567 for various accidents where other parties were at fault.

Budget Amendment:

Increase Vehicle Maint & Repair: 001-618-00.5413

Increase Compensation for Loss: 001-618-00.4680

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 Development Services Department to purchase three Dell Wyse 5470 laptops, valued at \$623.61 each, and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$1,871

LINE ITEM NUMBER

001-657-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	JONES	N/A

SUMMARY

The Development Services Department is requesting approval to purchase three laptops for staff to use. With current teleworking options needing to be addressed, these laptops will allow our department to improve work conditions for employees currently using their own personal computers for county business.

Funds are available in the Development Services Computer_Operating budget due to savings for previously approved equipment, no additional funds are required.

Budget Amendment:

Decrease Computer Eqpt_Ops .5712_400 - \$97

Increase Data Supplies .5202 - \$97

Attachment : Dell Quote No. 3000061187732.1



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000061187732.1
Total	\$623.61
Customer #	9657350
Quoted On	May. 14, 2020
Expires by	Jun. 13, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 5138843
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Qty	Subtotal
Wyse 5470	\$584.92	1	\$584.92
Dell Pro Briefcase 14 PO1420C	\$38.69	1	\$38.69

Subtotal:	\$623.61
Shipping:	\$0.00
Non-Taxable Amount:	\$623.61
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$623.61
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

		Qty	Subtotal
Wyse 5470	\$584.92	1	\$584.92

Estimated delivery if purchased today:
May. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Wyse 5470, BTX	210-ASSR	-	1	-
Intel Celeron N4100 (4 Cores/4MB/4T/up to 2.4GHz/6W)	379-BDPM	-	1	-
Wyse ThinOS Firmware Access	619-ANNK	-	1	-
ThinOS English OS	634-BSSW	-	1	-
4GB 1x4GB, 2400MHz DDR4 Memory	370-AETF	-	1	-
SATA Flash Included	400-AMZR	-	1	-
14.0" FHD (1920 x 1080) Anti-Glare, Non-Touch, Camera - Cover	320-BDHB	-	1	-
Non Touch 14.0FHD	391-BEQS	-	1	-
Single Pointing Backlit Keyboard, English	583-BFMV	-	1	-
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	555-BFFI	-	1	-
3 Cell 42Whr ExpressCharge™ Capable Battery	451-BCMK	-	1	-
65 Watt AC Adapter	450-AECV	-	1	-
US Power Cord	537-BBBL	-	1	-
Reference Guide for Wyse 5470	340-CMNY	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
Regulatory Label	389-DQOS	-	1	-
System Ship Info	640-BBIB	-	1	-
Fixed Hardware Configuration	998-DXGY	-	1	-
Wyse Software Driver for Thin OS/Linux	658-BDSS	-	1	-
EAN label	389-BKKL	-	1	-
Energy Star Compliant	340-AAPZ	-	1	-
ENERGY STAR Qualified	389-BKKG	-	1	-
English and French, Shipping Docs	340-APZS	-	1	-
Intel(R) Celeron(R) Label	340-AQVB	-	1	-
Direct Ship Info	340-ABSE	-	1	-
Shipping Material for System	340-CMTX	-	1	-
No Mouse	570-AADK	-	1	-
Wyse 5470, Intel Celeron Processor N4100 , 16GB eMMC	321-BENX	-	1	-

Base Cover with No CAC	346-BFWB	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	825-9862	-	1	-
ProSupport: Next Business Day Onsite, 2 Years Extended	825-9864	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	825-9869	-	1	-
Dell Limited Hardware Warranty	825-9887	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Accidental Damage Service, 3 Years	825-9854	-	1	-
Extended Battery Service for Year 3 of System Life	825-5140	-	1	-
			Qty	Subtotal
Dell Pro Briefcase 14 PO1420C		\$38.69	1	\$38.69

Estimated delivery if purchased today:
May. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Pro Briefcase 14 (PO1420C)	460-BCMO	-	1	-
				Subtotal: \$623.61
				Shipping: \$0.00
				Estimated Tax: \$0.00
				Total: \$623.61

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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 Hays County Criminal District Attorney to purchase four (4) replacement Dell Laptops, docking stations and adapters utilizing salary savings and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$5,359

LINE ITEM NUMBER

001-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

SUMMARY

The Criminal District Attorney is requesting approval to purchase four (4) replacement laptops, docking stations and adapters for four Assistant Criminal District Attorneys. The current laptops are no longer under warranty or repairable. Funds are available with the DA operating budget for this equipment purchase.

\$4,347 - Increase 001-607-00.5712_400 Computer_Equipment Operating

\$1,012 - Increase 001-607-00.5202 Data Processing Supplies

(5,359) - Decrease 001-607-00.5021 Staff Salaries

Attachment : Dell Quote No. 3000062062961.1

DIR -TSO-3763

Contract #C000000006841



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000062062961.1
Total \$1,339.69
Customer # 9657350
Quoted On May. 28, 2020
Expires by Jun. 27, 2020
Deal ID 17318888

Sales Rep Chris Minchew
Phone (800) 456-3355, 5138843
Email Chris_Minchew@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY 712 South Stagecoach Trail STE STE 1206 INFO TECHNOLOGY SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	2	\$96.00
Dell Dock- WD19 90w Power Delivery - 130w AC	\$157.08	1	\$157.08
Dell Latitude 5400	\$1,086.61	1	\$1,086.61

Subtotal:	\$1,339.69
Shipping:	\$0.00
Non-Taxable Amount:	\$1,339.69
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,339.69

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY
712 South Stagecoach Trail STE
STE 1206 INFO TECHNOLOGY
SAN MARCOS, TX 78666
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	2	\$96.00

Estimated delivery if purchased today:

Jun. 04, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	2	-

		Qty	Subtotal
Dell Dock- WD19 90w Power Delivery - 130w AC	\$157.08	1	\$157.08

Estimated delivery if purchased today:

Jun. 04, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 90 PD	210-ARIO	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

		Qty	Subtotal
Dell Latitude 5400	\$1,086.61	1	\$1,086.61

Estimated delivery if purchased today:

Jun. 04, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	1	-
I5-8365U Processor	379-BDLC	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
16GB, 1x16GB, DDR4 Non-ECC	370-AECT	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	1	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, IR Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIZ	-	1	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	1	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	1	-

Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
Latitude 5400 Quick Start Guide	340-CLYF	-	1	-
US Order	332-1286	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Fixed Hardware Configuration	998-DNGN	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell Latitude 5400 SRV	658-BEGG	-	1	-
Direct Ship Info	340-AAPP	-	1	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
No Option Included	340-ACQQ	-	1	-
No Mouse	570-AADK	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	1	-
EAN label	389-BKKL	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
Latitude 5400 bottom door	321-BEKW	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Subtotal:	\$1,339.69
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,339.69

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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 specifications for RFP 2020-P11 Election Ballot Printing, Insertion and Mailing Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE

CONSENT

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jennifer Anderson

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Hays County is soliciting for a vendor to perform election ballot printing, insertion and mailing services to assist in ballot-by-mail materials.

Attached:

RFP 2020-P11 Election Ballot Printing, Insertion and Mailing Services

Attachment A: RFP 2020-P11 Pricing Sheet



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFP 2020-P11
Election Ballot Printing, Insertion and Mailing Services

Date Issued: June 4, 2020

SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:

2:00 p.m. local time June 25, 2020.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be
received in writing no later than 5:00
on June 17, 2020.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

**Important: Award
notice may be made
on this form or by
other Authorized
official written notice.**

Hays County Judge

Date

Hays County Clerk

Date

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Attachment A: RFP 2020-P11 Pricing Sheet	

I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ____ 1. Solicitation, Offer and Award completed and signed
- ____ 2. Ballot Printing, Insertion and Mailing Services Questionnaire
- ____ 3. Vendor Reference Form
- ____ 4. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ____ 5. Conflict of Interest Questionnaire completed and signed
- ____ 6. Code of Ethics signed
- ____ 7. HUB Practices signed
- ____ 8. House Bill 89 Verification signed and notarized
- ____ 9. Senate Bill 252 Certification
- ____ 10. Debarment & Licensing Certification signed and notarized
- ____ 11. Vendor/Bidder's Affirmation completed and signed
- ____ 12. Related Party Disclosure Form
- ____ 13. Any addenda applicable to this solicitation
- ____ 14. One original proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposals
- 2. Solicitation Number:** RFP 2020-P11
Election Ballot Printing, Insertion and Mailing Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) originals and one (1) digital copy on a thumb drive
- 5. Deadline for Responses:** In issuing office no later than:
Thursday June 25, 2020; 2:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** July 2020 – June 2021
- 7. Optional Contract Terms:** Four (4) one (1) year optional renewals
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than June 17, 2020; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the

Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

June 4, 2020	Issuance of RFP
June 17, 2020	Deadline for Submission of Questions (5:00 PM CT)
June 25, 2020	Deadline for Submission of Bids (2:00 PM CT) Late bids will not be accepted.
July 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting for a vendor to perform election ballot printing, insertion and mailing services to assist in printing, inserting, and mailing of ballot-by-mail materials. The following statistics are presented to give the Vendor a general idea of the size and complexity of managing elections in Hays County.

Hays County operates under the Countywide Polling Place Program (commonly referred to as “Vote Centers”).

Population Data: (2019 Census Data)

230,191

Voter Registration Data (Active and Suspense) April 22, 2020

County Total: 143,586

General Election Stats:

Year	# Voted by Mail	# Voted in Person	# Registered Voters	Overall Turnout %
2014 (Governor)	3,146	36,540	104,045	38.15%
2016 (President)	4,586	69,003	116,501	63.17%
2018 (Governor)	5,756	74,735	135,852	59.25%
2020 (Pres. Primary) Republican	1,291	14,300	141,395	11.03%
2020 (Pres. Primary) Democrat	2,156	23,350	141,395	18.04%

Miscellaneous Data

- Number of Precincts = 68
- Number of US Congressional Districts = 3
- Number of State Senate Districts = 2
- Numbers of State House Districts = 1
- Number of County/State Judicial Districts = 23
- Number of County Commissioner Districts = 4
- Number of County Election Official Districts = 26
- Number of College Districts = 2
- Number of Municipal Districts = 9

** Plus, numerous Water, Hospital and Library Districts

B. Scope of Work

Respondent must be able to provide the following:

1. Ability to export Hays County electronic voter file for printing and labeling envelopes and ballot style assignment. The file will be exported from our master voter registration database into text format. A mail file mapping layout documenting the fields in each record and also examples with voter information will be provided. The database identifies the appropriate precincts/district (ballot) style for each vote-by-mail recipient.

2. Evaluate address standardization and conformity per USPS – Coding Accuracy Support System (CASS) requirements in order to achieve the lowest non-profit bulk rate available.
3. Exercise adequate quality control documentation to ensure delivery of the correct ballot style and appropriate precinct to each vote by mail recipient.
4. Provide quality control documentation to the Hays County Elections Office and permit “on-sight” inspections of quality controls and processes during printing and assembling of ballot by mail materials.
5. Provide the Hays County Elections Office proofs of the official ballot art, one per ballot type-style or per precinct, following with one per precinct for approval prior to printing. The proof ballot shall be imprinted with a PROOF watermark to differentiate them from the official ballots. Shipping charges of any proofs (ballots, sample ballots, envelopes, inserts) are assessed to Hays County.
6. Receive confirmation of approval from Hays County Elections Office prior to proceeding with envelope printing for the mail ballot packet.
7. Print and fold all official vote-by-mail packets and mail ballots by precinct per mail files
8. Provide the Hays County Elections Office postage estimates for the mailing of mail ballot packets.
9. Prepare a mail ballot packet. Each packet shall be mailed using the most cost-effective means available. Each mail ballot packet shall be comprised of the following items (subject to changes by Hays County): Outgoing envelope packet is properly addressed by ink jetting the address of each voter onto the mail ballot envelope; official ballot; Insertions materials/voter instructions; and appropriate reply mail envelope.
10. Comply with all specifications for ballot printing and must conform to the manufacturer’s specifications.
11. Print official ballots with a barcode on ballot or on stub depending on the Hays County Elections office preference, and in compliance with the Texas Election Code requirements.
12. Deliver and tender mail ballot packets to the local General Mail Facility (GMF).
13. Print additional official ballots for the Hays County Elections Office if ordered “in office” use by precinct. The Hays County Elections Office will determine quantities at the time of ordering. Print outgoing envelopes, insertion of materials/voter instructions, and courtesy reply envelopes. The Hays County Elections will determine quantities at the time of ordering.
14. Pack all official ballots by location, by precinct in order to facilitate inventory and retrieval. Shipping containers shall be labeled to identify contents. Labeling information must include: “Official Ballots”, location, precinct number, and ballot style of contents. Packing information must accompany ballots. Packing specifications will be determined at the time of order.
15. Deliver all test ballots by precinct style. The test ballot shall be imprinted with a TEST watermark to differentiate them from the official ballots.
16. Exercise adequate quality control measures to ensure the delivery of the correct ballot style and appropriate precinct booklet to each voter receiving a sample ballot.
17. If applicable, utilize the Hays County electronic voter export file for envelope addressing requirements. The file will be exported from the VR database into a text format. A file layout documenting the fields in each record will be provided. The database identifies the appropriate precinct/district style for each sample ballot.
18. If applicable, provide the Hays County Elections Office PDF images of the official ballot art after produced for the sample ballot booklet.
19. If applicable, provide confirmation of approval to Hays County Elections prior to proceeding with variable data printing on sample ballot (layout and voter data information)
20. If applicable, provide Hays County Elections Office postage estimates for the mailing of sample ballot booklets.
21. If applicable, prepare a sample ballot booklet and comply with county print job specifications. Each booklet shall be mailed using the most cost-effective means available. Each sample ballot shall be comprised of the following items (subject to changes by County): Cover properly addressed to each voter and sample ballot/copy of official ballot.

22. The Hays County Elections Office will determine sample ballot booklet quantities at the time of ordering.
23. Print additional sample ballot booklets for County's "in office" use by ballot style. The Hays County Elections Office will determine quantities at the time of ordering.
24. If the County is delayed in delivery with necessary information, or files or artwork to the winning respondent per the agreed schedule, the winning respondent will need to extend its delivery date accordingly.
25. In the event a product or service is not fully defined in the scope of work for sample ballot printing, ballot printing, insertion and mailing services or a new product or service is requested by the County from the winning respondent, the winning respondent will submit a quote to the County for such request. Only when the County agrees to proceed, is when execution of the quote will occur.

C. Qualifications

Hays County is seeking to contract with a competent provider of Election ballot printing and mailing services. Specifically, it is seeking those persons or firms with the following qualifications:

- Proven expertise and competence to deliver services.
- Proactive use of technology to better serve Hays County employees.
- Resources to quickly respond to employee requests for assistance.
- At least five years of experience delivering the services requested in the RFP.
- Demonstrated experience in successfully working with government agencies and counties in Texas of a similar size and scope as Hays County.
- Individuals assigned to the RFP have the necessary experience, education, and understanding to provide the required services.

D. Proposed Cost of Services

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Attachment A: RFP 2020-P11 Bid Form. Optional features, products and services shall be priced individually.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- One (1) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Proposal shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; d) Appendix materials; and, e) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFQ Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

F. Evaluation Criteria

Proposals will be evaluated by Hays County staff. Proposals will be ranked according to the criteria outlined below. **(Maximum points = 100)**

- **Experience** **30 points**
The proposer must provide verifiable evidence in providing ballot printing and mailing services. Provider must be able to articulate what process they use for these tasks.
- **Work Performance** **30 Points**
Provide a brief description for your company's history and its capabilities related to ballot printing and mailing services. Describe your company's general area of expertise. Include information about the age and type of equipment you intend to use for this contract and any products use in the addressing and inserting process.
- **Relevant Experience and Pricing** **20 Points**
Provide information about similar types of service your firm has performed for at least three other agencies. Include at least one election related project. For each project provide the project name, agency, start and completion date, location of the project, project scope, and the role of your company in the project. Include information about the size of the mailings. Complete Attachment A: 2020-P11 Pricing Sheet.
- **Capacity to Perform (Staffing)** **10 Points**

Provide a staffing plan that demonstrates how professional staff will be made available to perform scheduled tasks ordered by Hays County Elections. Clearly establish the number of staff that will be dedicated to Elections during a project. Describe the level of skill and experience of your companies' permanent senior staff.

- **Contract Management Philosophy**

10 Points

Describe your companies' philosophy towards providing quality service for high volume, deadline driven projects. In particular, address communication, responsiveness, conflict resolution, quality assurance, scheduling flexibility (resources and timeline) and budget oversight.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis competence and qualifications

G. Award of Contract

Upon review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

The County reserves the right to accept in part or in whole any proposals submitted and waive any technicalities for the best interest of the County.

Respondent agrees, if the proposal it accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications, if any. The period for acceptance of the responses will be ninety (90) calendar days.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a

result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

H. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

DISADVANTAGE BUSINESS ENTERPRISES (DBE) GOAL: Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Hays County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Hays County.

I. Ballot Printing, Insertion and Mailing Services Questionnaire

1. Executive summary -overview

- Provide an overview of your proposed solution.
- Outline the major features of the proposed solution.
- Describe any special benefits to the county of your proposed solution. What makes your product and services superior to other vendors.
- Describe your firm's company history and experience.
- Submit a project management plan and project schedule.

2. Proposed Solution Details

- Describe in detail your proposed solution. Provide a process schematic, flowchart or diagram.
- Describe the main functions performed, your processes and capabilities.
- Describe any limitations related to ballot dimensions, insert dimensions and envelope dimensions.
- Specify anticipated envelope dimensions and paper weight. Provide samples of anticipated envelopes used in other accounts.
- Describe your firm's overall capacity to service this account. Please include details regarding printing capacity, insertion capacity, mailing capacity, workforce capacity and project management capacity.

3. Ballot Printing

- Describe your experience printing, trimming and folding election ballots.
- Include a list of any election vendor printing certifications.
- How many years have you been printing ballots digitally? Traditional offset?
- Describe your experience printing Clear Ballot election ballots.
- Describe your capabilities and quality control process as it relates to printing.
- Describe your software, hardware and process controls to ensure accuracy in printing, trimming and folding.
- What is your maximum ballot length? Can you print, insert and mail multiple ballot cards?
- Specify anticipated ballot paper weight 80 lb or 100 lb text. Please provide specifics including manufacturer. Provide ballot paper samples.

4. Ballot insertion and Mailing

- Describe your software, hardware and process protocols to ensure accuracy in printing, inserting and preparing election ballots for mailing.
- Describe your quality control process as it relates to mailing.
- How do you make sure the correct ballot is mailed to the correct voter at the correct time?
- Describe your protocols to ensure each voter receives a ballot, receives only one ballot at a time, receives the correct ballot, receives the correct insert and does not receive two ballots unless one is a valid replacement ballot.
- Describe your experience preparing and performing mailing services where deadlines are critical.
- Describe the process for handling UOCAVA mailing, main (bulk) mailings, second mailings and smaller subsequent (daily) mailings.
- Many times, after the initial pull of voter names for a mailing, a small portion of voters will be suspended, the address change and a new ballot remailed. Do you have a process to remove these ballot packets from the initial mailing?

5. Inserts and voter pamphlets

- Describe your experience in printing inserts and voter pamphlets for insertions.
- Describe the process of how inserts and/or voter pamphlets are included with ballot packets.
- Can you include a large booklet type pamphlet with the ballot packed and mail as a flat? If so, please explain.
- Can you include small local voter pamphlets as an insert with the ballot pamphlet? If so, please explain.
- Can you insert variable customized pamphlets? This will require the pamphlet to be linked to the ballot, so the right pamphlet is mailed with the ballot. Please explain the process and controls.
- Specify dimensions, available colors, and paper weight for inserts. Provide samples inserts used in other accounts.
- Please describe any limitations on the number/type of inserts for a ballot packet.

6. United States Post Office

- Describe your experience working with the USPS.
- What postal services and functions will you perform as part of your solution?
- Describe your ability to advise on USPS mailing requirements.
- Describe your experience and expertise with regards to mail piece design.
- How do you confirm that each ballot packet is properly addressed and conforms to all USPS mailing requirements?
- Describe the process for CASS certification of the County's data.
- Describe how you ensure ballots are mailed at the lowest rate possible.
- Describe the process to provide the county with address correction information.
- Describe any services you will provide to assist counties with tracking mail delivery through the postal system.

7. Workflow

- Describe your solutions workflow including printing, inserting and mailing.
- Provide a workflow diagram.
- Describe the process for designing and printing envelopes
- Describe the process for printing inserts.
- What equipment is used to print ballots?
- Describe processes associated with ballot mailing.
- Describe the needed data from the county, what format, how it is transferred.

8. Project Management

- Describe your firm's approach and philosophy to project management.
- Describe any services provided to the county under your proposed solution.
- What steps do you take to make sure all deadlines are met?
- Have you ever missed a ballot mailing deadline? If so provide details.
- Describe your overall approach to support and training for county users.
- Describe tools used for training (training materials, manuals, checklists and documentation.
- Describe your support plan (online, phone, in-person).
- How do you provide future training for software/hardware/process flow changes or upgrades?
- Do you facilitate user-group meetings? Describe the process to incorporate user enhancements into your solution.

9. Qualifications and Experience

- Describe your firm's company history and experience.
- Describe your specific experience providing envelope printing, ballot printing and mailing services for election ballots.
- Describe the experience and qualifications of your workers who would be dedicated to this account. Resumes of major team members may be included.
- Describe your policy or philosophy to prioritize support for your clients. All Washington Counties have the same deadlines, how do you ensure equal and prompt support.
- Does your firm do any other political printing/mailing?

10. Similar Services

- Describe your experience providing these services to counties or other entities (agencies/businesses) of similar size and complexity of Pierce County.
- Describe how many days will be required to prepare a mailing of approximately 500,000 pieces for Pierce County
- How many days in advance of the mailing date, do you need the main list (first major pull) of mailing addresses?
- What is your turnaround time for other subsequent mailings/extractions?

11. Security

- Describe your physical plant and system security.
- Describe the redundancy and backup of your equipment and system. Describe your solution and response protocol for short term outages.
- Describe your disaster recovery plan.
- Describe the steps you take to protect the security of election ballots.
- How are unused ballots and election materials destroyed?
- Describe how you protect voter data from unauthorized access and use.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

RFP 2020-P11 Election Ballot Printing, Insertion and Mailing Services
Attachment A: RFP 2020-P11 Pricing Sheet

Description: Ballot Printing - 80#

Item Number	Item Description	Price per Ballot Card
P11.01	11-14" Ballot	
P11.02	18" Ballot	
P11.03	22" Ballot	
P11.04	Test Decks Pre-filled	
P11.05	Precinct Ballot (Poll Ballot) Preparation to include shrink wrap and packaging	
P11.06	Database Set-up	
P11.07	Standard ground shipping	

Description: Outgoing Process

Item Number	Item Description	Price
P11.08	Insertion (up to 3 pieces) - price per packet	
P11.09	Insertion (beyond 3 pieces) - price per additional piece	
P11.10	Election Set-up	
P11.11	Mailing Services	
P11.12	USPS Mailing Coordination & Statements	
P11.13	Postage	

Description: Envelopes/Inserts

Item Number	Item Description	Each
P11.14	Outgoing 6 1/8" x 9 7/8" White Envelope 2 Color	
P11.15	Reply 5 7/8" x 9" White Envelope 2 Color	
P11.16	Secrecy 5.75" x 9.25" White Envelope	
P11.17	Voter Instruction Insert 8.5" x 11" folded to 5 1/2" x 8 1/2" 2 Color	
P11.18	Additional Inserts 5.5" x 8.5" Color	
P11.19	USPS Mail Piece Consult and Design	
P11.20	Initial Envelope Composition	

Optional Services

	Description	Price

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 Extension with the Texas Workforce Commission related to the County's Information Release Contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2020	\$250.00

LINE ITEM NUMBER

001-618-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MAU/CUTLER	INGALSBE	N/A

SUMMARY

See attached material. The current Contract was set to expire on May 31, 2020. By executing this extension, the Contract will be extended through July 31, 2020 at a cost of \$250. A new Contract will then be brought to Commissioners Court for approval.

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner Representing
Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

May 29, 2020

John Roppolo
Hays County
111 E. San Antonio St., Suite 300
San Marcos, TX 78666

Cc: Ms. Jordan Powell, Assistant General Counsel, Hays County

RE: Contract Number: 2918PEN028 with Hays County for the benefit of the District Attorney's Office, Contract Extension

Dear Mr. Roppolo:

The above-referenced contract between the Texas Workforce Commission (TWC) and Hays County, for the benefit of the District Attorney's Office, dated March 1, 2018, will expire on May 31, 2020. To avoid a disruption of access to TWC data, it is necessary to extend the term of the contract until July 31, 2020. The amendment contract should be completed and executed by then.

If you agree to extend the existing safeguard documents, current terms, restrictions on disclosure, and conditions of the contract to July 31, 2020, please kindly confirm this in writing by signing where indicated below on this page and return a copy of the signed document to me. The annual fee will be prorated for the number of months that your contract is extended and will be invoiced separately. The prorated portion is \$250.00 for two months.

Please respond by June 2, 2020, so that I may ensure that this extension is properly executed before the expiration of the current term. Thank you for your prompt attention to this matter. Contact me directly if you have questions at 512-936-6402.

This extension will become effective on June 1, 2020 and will expire on July 31, 2020.

Sincerely,
Belinda Gonzales
Belinda Gonzales
Contract Manager

AGREEMENT TO EXTEND:

TEXAS WORKFORCE COMMISSION

TWC REPRESENTATIVE:
Heather Hall, CIO IT Director

Signature

Date

AUTHORIZED REPRESENTATIVE:
Ruben Becerra, County Judge

Signature

Date

101 E. 15th Street • Austin, Texas 78778-0001 • (512) 463-2222 • Relay Texas: 800-735-2989 (TDD) 800-735-2988 (Voice) • www.texasworkforce.org
Equal Opportunity Employer / Program

Auxiliary aids and services are available upon request to individuals with disabilities



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 between Hays County and Lockwood, Andrews & Newnam, Inc. (LAN) to provide professional engineering and other design support services related to Low Water Crossings in Precinct 3 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 2020	\$500,000.00

LINE ITEM NUMBER

034-803-96-781]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	SHELL	N/A

SUMMARY

The Low Water Crossings in Precinct 3 at Wayside Drive and Blanco River ('slime bridge') [LWC#49], CR 1492 and River Road [LWC#53], and Rolling Oaks Drive (CR 369) [LWC#64] have been identified as priority Drainage and Low Water Crossing projects for Precinct 3 and the County. This effort will provide preliminary analysis of three (3) alternatives for each location including environmental and geotechnical survey and development of schematic and design recommendations. This will be combined into a Preliminary Engineering Report (PER) for each location. Funding for the Precinct 3 LWC's project will come from the County's 2016 Road Bond Program Drainage/Low Water Crossings/Bridge Replacements/Environmental Mitigation/Conservation and Non-Motorized Transportation funding category bucket [25-781-034].

LAN was selected in Commissioners Court to negotiate a contract on February 25, 2020 [item #34891]. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

HAYS COUNTY

CONTRACT FOR ENGINEERING SERVICES

FIRM: Lockwood, Andrews & Newnam, Inc. (“Engineer”)
ADDRESS: 8911 N Capital of Texas Hwy., Bldg. 2, Ste. 2300, Austin, TX, 78759
PROJECT: Hays County Low Water Crossings – Precinct 3 (“Project”)

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

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
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/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 Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract 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. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. 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 Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five hundred thousand** _____ **Dollars (\$ 500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County 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 Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering 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 reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto 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 Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 Contract, 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 modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Travis M. Michel, PE
Lockwood, Andrews & Newnam, Inc.
8911 N Capital of Texas Hwy., Bldg. 2, Ste. 2300
Austin, TX 78759

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), 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 Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings 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 16

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract 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.
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.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

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. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer 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. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 the Engineer, that no provision of this Contract 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, 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.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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

With copy to: HNTB Corporation
Attn: Michael Weaver
701 Brazos, Suite 450
Austin, Texas 78701

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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract 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 Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering 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. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael Weaver

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

Engineer: Steven D. Widacki, PE
Lockwood, Andrews & Newnam, Inc.
8911 N Capital of Texas Hwy., Bldg. 2, Ste. 2300
Austin, TX 78759

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract 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 Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, 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 Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract 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, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer 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 Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, 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. The Engineer 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.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer 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 the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer 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 the Engineer 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.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, 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:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer 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, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

 05/19/2020

ENGINEER

Lockwood, Andrews & Newnam, Inc.

By Travis Michel

Printed Name: Travis M. Michel, PE

Title: Associate, Infrastructure Manager

Date: May 12, 20 20

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
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 Engineer 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;

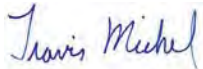
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(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.

Lockwood, Andrews & Newnam, Inc.

Name of Firm



Signature of Certifying Official

Travis M. Michel, PE

Printed Name of Certifying Official

Associate, Infrastructure Manager

Title of Certifying Official

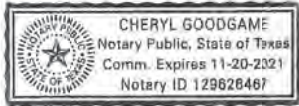
April 30, 2020

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 Travis Michel
the Associate of Lockwood, Andrews & Newnam, Inc., on behalf of
said firm.



Cyle Goodgame
Notary Public in and for the
State of Texas

My commission expires: 11/20/2021

EXHIBIT B

ENGINEERING SERVICES

Limits:

1. Wayside Drive at Blanco River ('slime bridge') [LWC #49];
2. CR 1492 at River Road [LWC #53]; and
3. Rolling Oaks Drive (CR 369) [LWC #64].

Preliminary assessment of Roadway and Drainage Improvements at each low water crossing location in Precinct 3.

- Project Management
- Sub-provider Management
- County Coordination
- Preliminary Engineering Services
- Design Schematics
- Environmental Documents
- Preliminary Drainage and Culvert Studies
- One-on-one meeting(s) – Misti Lane location
- Survey and mapping
- ROW Mapping
- Geotechnical study & design recommendations
- Pavement design
- Quality Control, Deliverable Management



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Lockwood, Andrews & Newnam, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

Lockwood, Andrews & Newnam, Inc.

By: _____
Signature

Travis M. Michel, PE
Printed Name

Associate, Infrastructure Manager
Title

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1349712 LOCKWOOD, ANDREWS, AND NEWNAM, INC. 2925 BRIARPARK DRIVE SUITE 400 HOUSTON TX 77042-3746	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Company of Reading, PA	20427
	INSURER B : National Fire Insurance Co of Hartford	20478
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES LEOAD01 **CERTIFICATE NUMBER:** 16726442 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	1015651942	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1015651956	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	1015651973 (AOS)	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C		N/A		1063334422 (CA)	1/1/2020	1/1/2021	E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HAYS COUNTY ENGINEERING CONTRACT FOR LOW WATER CROSSINGS. HAYS COUNTY, IT'S DIRECTORS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

16726442
HAYS COUNTY JUDGE
111 E. SAN ANTONIO STREET, SUITE 300
SAN MARCOS TX 78666

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the follow:

Commercial General Liability Coverage Part
Business Auto Coverage Form
Workers Compensation and Employers Liability

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
--

CNA75014XX (1-15)

Named Insured: Lockwood, Andrews & Newman, Inc
POLICY NO. WC1015651973

CNA

**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule



Specific Waiver

Name of person or organization



Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

POLICY NUMBER: 1015651956

**COMMERCIAL AUTO
CA 04 44 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LOCKWOOD, ANDREWS & NEWMAN, INC.

Endorsement Effective Date: 01/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors - with
Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10- 01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law; then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Valley Forge Insurance Co.

Insured Name: LOCKWOOD, ANDREWS, & NEWNAM, INC.

Policy No: 1015651942

Endorsement No: 19

Effective Date: 01/01/2020

**Blanket Additional Insured - Owners, Lessees or Contractors - with
Products-Completed Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**; for which the additional insured seeks coverage. Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Valley Forge Insurance Co.

Insured Name: LOCKWOOD, ANDREWS, AND NEWNAM, INC.

Policy No: 1015651942

Endorsement No: 19

Effective Date: 01/01/2020

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Commerical General Liability
Policy # 1015651942
Carrier: Valley Forge Insurance Co.
Named Insured: Lockwood, Andrews & Newman, Inc.

WAIVER OF SUBROGATION - BLANKET

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's** ongoing operations; or
- 2. your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and**
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.**

CNA74858XX 01/15

POLICY NUMBER: 1015651956

COMMERCIAL AUTO

CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form, This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LOCKWOOD, ANDREWS & NEWNAM, INC.

Endorsement Effective Date: 01/01/2020

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization that the Named Insured is obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person or organization for whom liability coverage is afforded under this policy.

Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section I — Covered

Autos Liability Coverage in the Business Auto and Moto Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form

CA 20 48 10 13

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)

4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1055303 LOCKWOOD, ANDREWS & NEWNAM, INC. ATTN: MR. DON SCHUETZ 2925 BRIARPARK DRIVE HOUSTON, TX 77042	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		38253
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES LEOAD01 **CERTIFICATE NUMBER:** 16726446 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	Y	LDUSA1904566	7/1/2019	7/1/2020	\$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HAYS COUNTY ENGINEERING CONTRACT FOR LOW WATER CROSSINGS. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

16726446
HAYS COUNTY JUDGE
111 E. SAN ANTONIO STREET, SUITE 300
SAN MARCOS TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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ADDITIONAL NAMED INSURED: LOCKWOOD, ANDREWS & NEWMAN, INC.

ATTACHING TO AND FORMING PART OF POLICY NO. B0146LDUSA1904566

ISSUE TO: Leo A. Daly Company and as more fully described in the Policy

ISSUED BY: Underwriters at Lloyd's, London

EFFECTIVE: 12:01 am Standard Time on 1 July, 2019

Endorsement Number: 19

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Insured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change**. The **Insured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change**, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
 - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Insured**.
 - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Insured**,

All other terms and conditions of the Policy remain unchanged.

Name Insured: Lockwood, Andrews & Newman, Inc.
Policy No: LDUSA1904566

WAIVER OF SUBROGATION

D. Subrogation

If any Insured has rights to recover amounts from another, those rights are transferred to Underwriters to the extent of Underwriters' payment. The Insured must do everything necessary to secure these rights and must do nothing after a Claim is made to jeopardize them. Underwriters hereby waive subrogation rights against the Insured's client to the extent that the Insured had a written agreement to waive such rights prior to a Claim or Circumstance.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - C. Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

- D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.
- E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.



SIGNATURE: _____

PRINT NAME & TITLE: Travis Michel, Infrastructure Manager

COMPANY NAME: Lockwood, Andrews & Newnam, Inc.

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

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

Lockwood, Andrews & Newnam, Inc.
Austin, TX United States

Certificate Number:
2020-611922

Date Filed:
04/27/2020

Date Acknowledged:

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

Hays County

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.

Low Water Crossings Precinct 3
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Travis Michel, and my date of birth is 8/23/1976.

My address is 8911 N. Capital of Texas Hwy B2, #2300, Austin, TX, 78759, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 27 day of April, 2020.
(month) (year)

Travis Michel

Signature of authorized agent of contracting business entity
(Declarant)

**Hays County
House Bill 89 Verification**

I, Travis Michel (Person name), the undersigned
representative of (Company or Business name)
Lockwood, Andrews & Newnam, Inc.

(hereafter referred to as company) being an adult over the age of
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

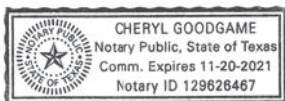
04/27/2020
DATE

Travis Michel
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 27th day of April, 2020, personally appeared

Travis Michel, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Cheryl Goodgame
NOTARY SIGNATURE

4/27/2020
Date



Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
Lockwood, Andrews & Newnam, Inc. has no known relationships with the above referenced existing employees or are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Lockwood, Andrews & Newnam, Inc.

Name of Vendor

Travis Michel

Signature of Certifying Official

Associate, Infrastructure Manager

Title of Certifying Official

Travis M. Michel, PE

Printed Name of Certifying Official

May 18, 2020

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Lockwood, Andrews & Newnam, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

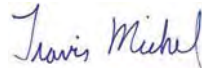
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

04/27/2020

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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 Supplemental Agreement No. 2 to the Professional Services Agreement (PSA) between Hays County and Reynolds, Smith & Hills CS, Inc. (RS&H) for the FM 1626 South construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by \$267,336.00 from \$3,521,819 to \$3,789,155.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 2020	\$267,336.00

LINE ITEM NUMBER

033-802-96-628.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

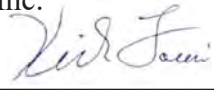
The additional authorized money will allow for the execution of a Supplemental #7 to Work Authorization #1 for FM 1626 South construction management services. The FM 1626 South project current contractor schedule has an estimated completion on June 17, 2020 so this additional budget will allow for the CEI firm to continue providing services through the end of the project.

1
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IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

RS&H Inc.

By: 
Signature

Kirk Fauri, PE
Printed Name

Vice President
Title

May 8, 2020
Date

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

Date

 **05/17/2020**

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 between Hays County and American Structurepoint, Inc. to provide professional engineering and other design support services related to the RM 150 at RM 12 Realignment project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 2020	\$500,000.00

LINE ITEM NUMBER

034-804-96-873.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SHELL	N/A

SUMMARY

The new contract for the RM 150 at RM 12 Realignment project will be funded through the Road Bond Safety & Mobility Projects-County & State System bucket [26-873-034]. The new contract will allow American Structurepoint to perform PS&E for the preparation of an interim single lane roundabout of the proposed ultimate multi-lane roundabout at the RM150/RM12 intersection approximately 300 feet south of its existing location along RM12 instead of the originally planned T intersection.

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/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 Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract 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. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. 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 Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Notwithstanding the foregoing, the Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five Hundred Thousand Dollars (\$500,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County 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 Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering 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 reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto 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 Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 Contract, 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 modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Ricardo Zamarripa
American Structurepoint, Inc.
3711 South Mopac Expressway, Bldg One, Ste 350
Austin, TX 78746

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), 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 Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings 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 16

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract 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.
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.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

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. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$150,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer 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. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 the Engineer, that no provision of this Contract 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, 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.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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

With copy to: HNTB Corporation
Attn: Michael Weaver
701 Brazos, Suite 450
Austin, Texas 78701

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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

Upon full payment to Engineer for the services rendered, County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract 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 Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering 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. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael Weaver

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

Engineer: American Structurepoint, Inc.
3711 South Mopac Expressway, Bldg One, Ste 350
Austin, TX 78746

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract 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 Contract 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.

Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to,

and Engineer cannot prove, any warranty or guarantee, express or implied.

D. Statutory Terms Applicable To State Political Subdivisions. As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer’s experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s’) methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer’s performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract 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 Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance

of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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, but this provision shall not preclude either party from taking any action or filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such action or lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer 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 Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, 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. The Engineer 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.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer 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 the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer 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 the Engineer 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.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, 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:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer 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, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

ENGINEER

American Structurepoint, Inc.

By: 

Printed Name: Ricardo Zamarripa

Title: Vice President

Date: May 22, 2020



05/27/2020

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
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 Engineer 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.

American Structurepoint, Inc.

Name of Firm



Signature of Certifying Official

Ricardo Zamarripa

Printed Name of Certifying Official

Vice President

Title of Certifying Official

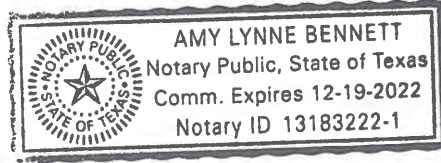
May 22, 2020

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 Ricardo J. Zambrana
the Vice President of American Structural, on behalf of
said firm.



Amy L. Bennett
Notary Public in and for the
State of Texas
My commission expires: 12/19/2022

EXHIBIT B

ENGINEERING SERVICES

Project Limits: RM 12 & RM 150 intersection

Project Description: PS&E for the relocation for the RM 12 & RM 150 intersection in Dripping Springs, Texas

- Project Management
- Sub-provider Management
- County and TxDOT Coordination
- Preliminary Engineering Services
- Design Schematic
- Environmental Documents and Clearance
- Traffic Studies & Design
- Public Involvement
- 3D visualization
- Subsurface Utility Engineering (SUE)
- Utility Coordination
- PS&E and related services
- Drainage design
- Survey and mapping
- ROW Mapping
- Geotechnical study & design recommendations
- Pavement design
- Quality Control, Deliverable Management



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Hays County, Texas

By: _____

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ONI Risk Partners 600 E 96th St Suite 400 Indianapolis, IN 46240	CONTACT NAME: Christopher Ensminger PHONE (A/C, No, Ext): 317-706-9594 FAX (A/C, No): 317-706-9794 E-MAIL ADDRESS: christopher.ensminger@onirisk.com														
INSURED American Structurepoint, Inc. 9025 River Road, Suite #200 Indianapolis, IN 46240	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of H</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Compa</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Co of Reading</td> <td>20427</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of H	20478	INSURER B : The Continental Insurance Compa	35289	INSURER C : American Casualty Co of Reading	20427	INSURER D : Berkley Insurance Company	32603	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6050367892	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6050364572	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	6050364555	11/01/2019	11/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6050364569	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEC903689304	05/29/2020	05/29/2021	\$5,000,000 Per Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Anyone person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respects to the General Liability and Automobile Liability policies.

Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement.

A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hays County, Texas 111 E. San Antonio Street Suite 300 San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

DESCRIPTIONS (Continued from Page 1)

written contract or agreement requiring insurance applies with respect to the General Liability, Automobile Liability and Employers Liability policies.

Umbrella is follow form.

Where required by written contract or agreement requiring insurance, Hays County, its directors, officers, and employees are included as additional insured with respects to the General Liability and Automobile Liability policy on a primary and non-contributory basis.

Waiver of subrogation in favor of the additional insureds applies with respects to the General Liability, Automobile Liability and Workers Compensation policies.

Umbrella is follow form.

30 days notice of cancellation for the certificate holder.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - C. Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

- D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.
- E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: 

PRINT NAME & TITLE: Ricardo Zamarripa, Vice President

COMPANY NAME: American Structurepoint, Inc.

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

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

American Structurepoint, Inc.
Austin, TX United States

Certificate Number:
2020-622955

Date Filed:
05/22/2020

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

Hays County

Date Acknowledged:

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.

RFQ 2016-P13
Engineering services - RM 150 at RM 12 Realignment PS&E

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Braun, Benjamin	Indianapolis, IN United States	X	
	Hoopingarner, Michael	Indianapolis, IN United States	X	
	Canfield, Cash	Indianapolis, IN United States	X	
	Davidson, Steve	Indianapolis, IN United States	X	
	Conner, Willis	Indianapolis, IN United States	X	

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Willis R. Conner, and my date of birth is May 26, 1954.

My address is 9025 River Road, Suite 200, Indianapolis, IN, 46240, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of Indiana, on the 26 day of May, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**Hays County
House Bill 89 Verification**

I, Ricardo Zamarripa (Person name), the undersigned
representative of (Company or Business name) American Structurepoint, Inc.

(hereafter referred to as company) being an adult over the age of
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

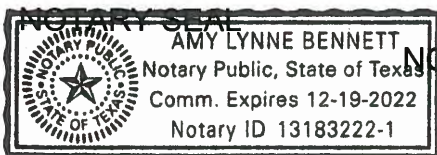
1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

5/22/2020
DATE

Ricardo Zamarripa
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 22 day of May, 2020, personally appeared

Ricardo Zamarripa, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.



Amy L. Bennett
NOTARY SIGNATURE

5/22/2020
Date



Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

William Conley Principal 11/2017
Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

American Structurepoint, Inc.

Name of Vendor



Signature of Certifying Official

Vice President

Title of Certifying Official

Ricardo Zamarripa

Printed Name of Certifying Official

5/22/2020
Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

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 call for a public hearing on June 16, 2020 to establish a "No Parking" zone on each side of G W Haschke Lane for both sides of the Blanco River.

ITEM TYPE

ACTION-ROADS

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SHELL

CO-SPONSOR

SUMMARY

This action would allow for the installation of multiple "No Parking" signs along G W Haschke Lane at the Blanco River to keep the road and ROW clear of parked vehicles wanting access to the river.

G W Haschke Lane

No Parking zone.

Legend

Placement of "No Parking" signs to be installed within these zones at regular intervals.

Google Earth

© 2020 Google



700 ft

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 accept the road & drainage construction bond rider #1060750 for a 30-day extension for Sunfield subd., Phase 2, Section 8.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 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	JONES	N/A

SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 2, Section 8 has been delayed and the contractor is requesting more time to complete. This bond rider extends the life of the construction bond for an additional 30 days.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 808 North Highlander Way, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750
issued to DNT Construction, LLC
in favor of Hays County, Texas
described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage
Effective date of Rider 5/14/2020

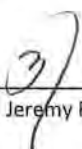
The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to
☐ Name changed to ☐ Bond penalty changed to
☐ Other change

Warranty extended for 30 additional days to 06/14/2020

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 11th day of May, 2020.

By: 
Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of **Whorton Insurance Services of Austin, Texas** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

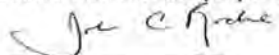
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

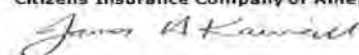
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of **May, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

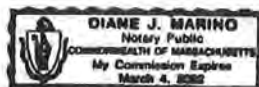


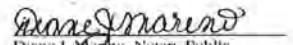
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of **May, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.





Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of May, 2020

CERTIFIED COPY


Theodore G. Martinez, Vice President

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750
issued to DNT Construction, LLC
in favor of Hays County, Texas
described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage
Effective date of Rider 5/14/2020


The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to
☐ Name changed to ☐ Bond penalty changed to
☐ Other change

Warranty extended for 30 additional days to 06/14/2020

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 11th day of May, 2020.

By:  Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

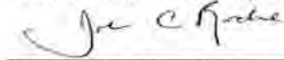
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

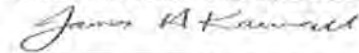
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



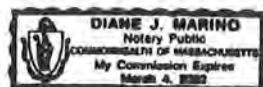
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

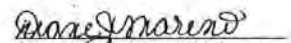


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Diane J. Marino, Notary Public
My Commission Expires March 4, 2020

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of May, 2020

CERTIFIED COPY


Theodore G. Martinez, Vice President

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, and accept the 2-year maintenance bond #PB03016800487M in the amount of \$171,959.33 for Caliterra subd., Phase 3, Section 9.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 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. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

May 19, 2020

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Caliterra subdivision, Phase 3, Section 9

Dear Commissioners and Judge:

Brett R. Pasquarella, P.E. with Carlson, Brigance & Doering, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Caliterra subdivision, Phase 3, Section 9, and accept the 2-year maintenance bond #PB03016800487M in the amount of \$171,959.33. A concurrence letter and as-built plans have been received as required by Hays County. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,



Jerry Borcharding, P.E.
Director
Hays County Transportation



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying

**ENGINEERING CONCURRENCE LETTER
HAYS COUNTY**

May 5, 2020

Caliterra Phase 3 Section 9

Dripping Springs, TX
CBD #4992

On this day, May 4, 2020, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, storm sewers, inlets, water, wastewater and similar construction items.

The following items will require correction and are listed below:

Revegetation

Sincerely,
CARLSON, BRIGANCE & DOERING, INC. (F-3791)

BRETT R. PASQUARELLA
VICE PRESIDENT, PRINCIPAL



CBD, Inc.
F-3791

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800487M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto the County of Hays, Texas as Obligee, in the penal sum of One Hundred Seventy One Thousand Nine Hundred Fifty Nine and 33/100 (\$171,959.33) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with the County of Hays, Texas for Caliterra Phase 3 Section 9 - Hays County, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 6th day of May, 2020.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 

Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

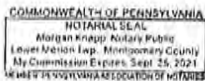
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of May, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISOR IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

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>
Email: 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 Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DNT CONSTRUCTION
CALITERRA PHASE 3 SECTION 9
CBD #4992

Caliterra 3-9 - Cost & Quantities - HAYS COUNTY

I. STREET ITEMS					CONTRACT
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 161,268.76	\$161,268.76
2	Clear & Grub	1	LS	\$ 107,108.25	\$107,108.25
3	Street Excavation/Embankment R.O.W. to R.O.W.	29961	SY	\$ 1.48	\$44,342.28
4	Subgrade Preparation, 3' to 3' Back of Curb	20391	SY	\$ 2.16	\$44,044.56
5	12" Base, Lip to Lip	6625	SY	\$ 13.68	\$90,630.00
6	8" Base, Lip to Lip	13722	SY	\$ 8.60	\$118,009.20
7	2" HMAC, Lip to Lip	5150	SY	\$ 11.98	\$61,697.00
8	1.5" HMAC, Lip to Lip	9069	SY	\$ 10.22	\$92,685.18
9	18" Reinforced Ribbon Curb	3307	LF	\$ 12.45	\$41,172.15
10	24" Mountable (Roll) Curb	6700	LF	\$ 15.32	\$102,644.00
11	Concrete Valley Gutter	1	EA	\$ 5,837.37	\$5,837.37
12	Street Signs	5	EA	\$ 484.50	\$2,422.50
13	Stop Sign & Stop Bar	5	EA	\$ 484.50	\$2,422.50
14	Speed Signs	5	EA	\$ 741.00	\$3,705.00
15	Street Lights, Base & Conduit through Base.	18	EA	\$ 3,609.43	\$64,969.74
16	Tie/Sawcut to existing Asphalt	1	LS	\$ 410.40	\$410.40
17	Remove Existing Driveway	1	EA	\$ 408.38	\$408.38
18	Remove Existing Standard City Barricade	2	EA	\$ 451.52	\$903.04
19	Install Standard City Barricade	2	EA	\$ 1,140.00	\$2,280.00
20	Remove existing stop sign and bar	1	EA	\$ 570.00	\$570.00
21	Relocate stop sign and stop bar	1	EA	\$ 969.00	\$969.00
22	Relocate stop sign and stop bar to Song Bird Dr	1	EA	\$ 969.00	\$969.00
23	2-6" & 1-4" sch 40 PVC Sleeves	530	LF	\$ 49.10	\$26,023.00
24	4' sidewalks (Window Pane)	1787	LF	\$ 34.45	\$61,562.15
25	5' sidewalks (Window Pane)	307	LF	\$ 42.83	\$13,148.81
26	ADA Ramps	10	EA	\$ 1,176.28	\$11,762.80
					\$1,061,965.07

II. DRAINAGE ITEMS					CONTRACT
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	18" R.C.P.,	819	LF	\$ 64.97	\$53,210.43
2	24" R.C.P.,	268	LF	\$ 80.46	\$21,563.28
3	30" R.C.P.,	704	LF	\$ 117.76	\$82,903.04
4	36" R.C.P.,	556	LF	\$ 142.36	\$79,152.16
5	42" R.C.P.,	368	LF	\$ 219.75	\$80,868.00
6	6'x5' Junction Box	1	EA	\$ 3,512.76	\$3,512.76
7	6'x5' Junction Box	1	EA	\$ 5,064.92	\$5,064.92
8	Storm Sewer Manhole	2	EA	\$ 3,532.42	\$7,064.84
9	10' Inlets	5	EA	\$ 4,553.00	\$22,765.00
10	15' Inlets	7	EA	\$ 6,802.43	\$46,217.01
11	Raise Storm Sewer Manhole	3	EA	\$ 348.63	\$1,045.89
12	Install Temporary 42" 3:1 Concrete Rip-Rap SET Headwall w/Dump Rock	1	EA	\$ 4,999.42	\$4,999.42
13	18" Concrete SET Headwall w/3:1 slope & 10'x10'x18" 3'x5" Dump Rock	1	EA	\$ 2,597.66	\$2,597.66
14	24" Concrete SET Headwall w/6:1 slope	2	EA	\$ 1,577.43	\$3,154.86
15	Swale A 3' Bottom w/3:1 Side Slopes	673	LF	\$ 6.35	\$4,273.55
16	Swale F 3' Bottom w/ 3:1 Side Slopes	723	LF	\$ 15.21	\$10,996.83
17	Channel C Grade to Drain	485	LF	\$ 6.86	\$3,327.10
18	Channel D Grade to Drain	351	LF	\$ 11.23	\$3,941.73
19	Channel E Grade to Drain	205	LF	\$ 7.56	\$1,549.80
20	Trench Safety	2846	LF	\$ 1.14	\$3,244.44
22	Install 30" 3:1 Concrete SET Headwall	1	EA	\$ 2,293.22	\$2,293.22
					\$443,745.94

III. EROSION CONTROL ITEMS					CONTRACT
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Revegetation of R.O.W.	31080	SY	\$ 4.77	\$148,251.60
2	Stabilized Construction Entrance,	3	EA	\$ 684.00	\$2,052.00
3	Tree Protection	1	LS	\$ 10,087.29	\$10,087.29
4	Install, Maintain, and Remove Silt Fence	13086	LF	\$ 2.82	\$36,902.52
5	Install and Maintain Inlet Protection	12	EA	\$ 104.03	\$1,248.36
6	Concrete Wash Out	1	EA	\$ 912.00	\$912.00
7	Rock Berms	361	LF	\$ 21.09	\$7,613.49
8	Earthen Berm	1600	LF	\$ 3.89	\$6,835.00
9	12" - 18" rock at end of channel at the pond	28	SY	\$ 35.00	\$980.00
					\$213,882.26

TOTAL CONTRACT	\$1,719,593.27
-----------------------	-----------------------


SIGNATURE

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 Letter of Credit #1028 in the amount of \$266,128.00, accept the 2-year maintenance bond #107226363 in the amount of \$633,171.00, and accept the 1-year revegetation bond #107226362 in the amount of \$2,990.00 for 6 Creeks subd., Phase 1, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 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

May 19, 2020

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

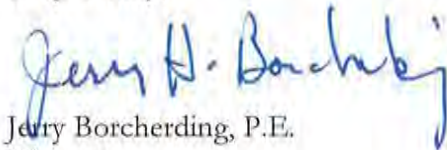
RE: 6 Creeks subdivision, Phase 1, Section 2

Dear Commissioners and Judge:

Becky Carroll, P.E. with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and drainage improvements for 6 Creeks subdivision, Phase 1, Section 2, release of the Letter of Credit #1028 in the amount of \$266,128.00, accept the 2-year maintenance bond #107226363 in the amount of \$633,171.00, and the 1-year revegetation bond #107226362 in the amount of \$2,990.00. 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



March 27, 2020

Mr. Tim Sawtelle
HMBRR Development, Inc.
1011 North Lamar
Austin, TX 78703

Re: 6 Creeks-Phase 1, Section 2
Substantial Completion Letter

Dear Mr. Sawtelle,

As of this date, the above-mentioned development is deemed substantially complete based upon the following observations:

1. Water and Wastewater improvements have been installed per the approved construction plans for this section.
2. Street and Drainage facilities necessary to serve the lots have been installed in general conformance with the approved construction plans for this section.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.

A handwritten signature in black ink, appearing to read 'B. Carroll'.

Becky Carroll, P.E.
Vice President

P:\81\41\09\Word\Letters\200327 Substantial Completion Letter.docx

MAINTENANCE BOND

Bond No.: 107226363

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc.,
as Principal, and Travelers Casualty and Surety Company, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto Hays County, as Obligee, in the
total sum of Six Hundred Thirty-three Thousand One Hundred Seventy-one & 00/100
U.S. Dollars (\$633,171.00) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated June 27, 2019 for
6 Creeks Phase 1, Section 2
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 year(s) commencing on the official date of acceptance (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 10th day of April, 2020.

Cash Construction Company, Inc.

(Principal)

By: H. H. Dickehut, III, V.P.

H. H. Dickehut, III

Travelers Casualty and Surety Company

By: D-Ann Kleidosty, Attorney-in-Fact

MAINTENANCE BOND

Bond No.: 107226362

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc.,
as Principal, and Travelers Casualty and Surety Company, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto Hays County, as Obligee, in the
total sum of Two Thousand Nine Hundred Ninety & 00/100
U.S. Dollars (\$2,990.00) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated June 27, 2019 for
6 Creeks Phase 1, Section 2 - Revegetation ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 1 year(s) commencing on the official date of acceptance (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 10th day of April, 2020.

Cash Construction Company, Inc.

(Principal)

By: X/K Kleidosty, V.P.

Travelers Casualty and Surety Company

By: D-Ann Kleidosty

D-Ann Kleidosty

, Attorney-in-Fact

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 award contracts for IFB 2020-B06 Roadway Striping to DIJ Construction, Inc.

ITEM TYPE

ACTION-ROADS

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Purchasing received one bid pursuant to IFB 2020-B06 Roadway Striping. The Transportation Department has reviewed the bid submitted and DIJ Construction Inc. appears to be a responsible bidder. The recommendation is to award the contract to DIJ Construction, Inc.

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

PLN-1427-PC; Hold a public hearing with possible action to approve the final plat of the Replat of Lot 4, 3-G Ranch Addition, Section 3.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

3-G Ranch Addition, Section Three is a recorded subdivision located off of Three G Ranch Road in Precinct 2.

The proposed re-plat will divide the 10.001 acre lot 4 into 2 lots, Lot 4A and Lot 4B. Water service will be provided by Goforth Special Utility District. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: June 2nd, 2020

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Mark Jones, Precinct 2

AGENDA ITEM LANGUAGE:

Replat of Lot 4, 3-G Ranch Addition, Section 3. Discussion and possible action to approve the final plat; hold public hearing.

BACKGROUND/SUMMARY OF REQUEST:

- A)** 3-G Ranch Addition, Section Three is a recorded subdivision located off of Three G Ranch Road in Precinct 2, which is a private maintained road in Hays County. The proposed replat will divide the recorded lot 4 into two 5.001 acre lots, Lot 4A and Lot 4B.

Water service will be provided by Goforth Special Utility District. Wastewater treatment will be accomplished by individual On-Site Sewage Facilities. The property is located within Hays County Commissioner Precinct Two boundary and falls within the City of Niederwald's extra-territorial jurisdiction.

- B)** Per Texas Local Government Code requirements, a public hearing for this proposed re-subdivision of Lot 4 will take place on June 2nd, 2020 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

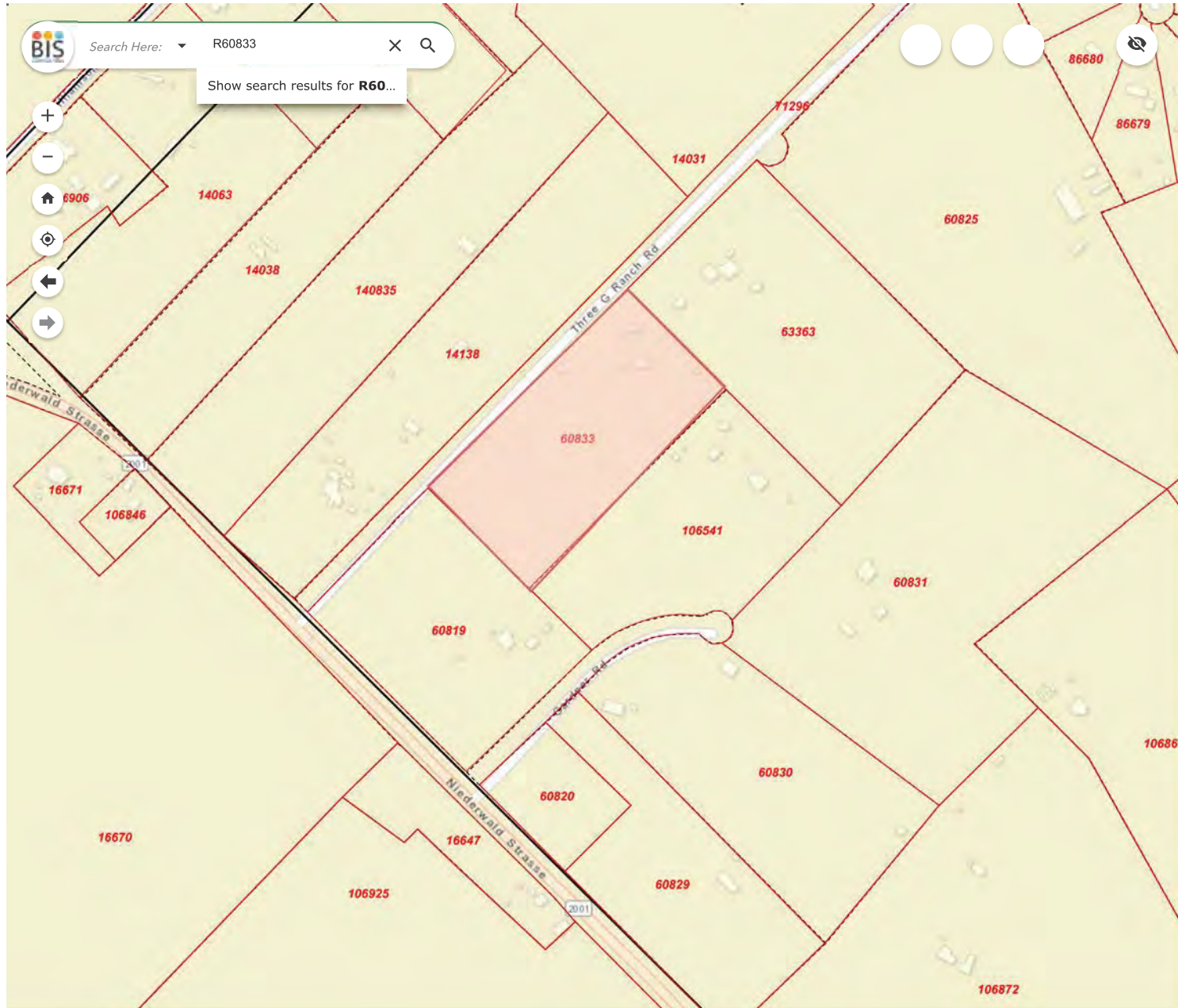
Staff has completed the Technical Review for the 3-G Ranch Addition, Section 3, Lot 4, Replat. The items remaining currently are to hold the public hearing and action on the approval of the replat.

There are no variances requested and has full staff recommendation.

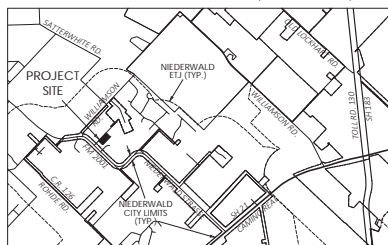
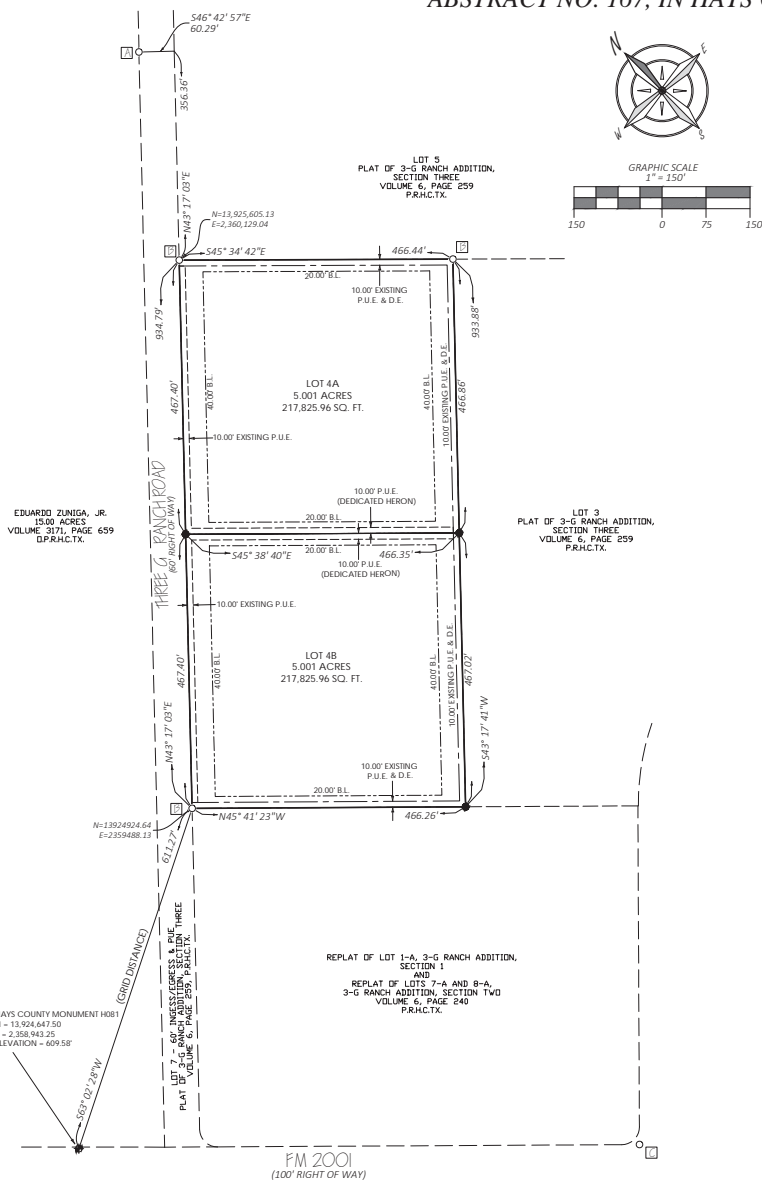
ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



RE-SUBDIVISION OF LOT 4, PLAT OF 3-G RANCH ADDITION, SECTION THREE BEING A RE-SUBDIVISION OF 10.00 ACRES OUT OF THE OTIS G. EELS SURVEY, ABSTRACT NO. 167, IN HAYS COUNTY, TEXAS



LEGAL DESCRIPTION:

10.00 ACRES BEING ALL OF LOT 4, PLAT OF 3-G RANCH ADDITION, SECTION THREE, A SUBDIVISION IN THE OTIS G. EELS SURVEY, HAYS COUNTY, TEXAS, PER PLAT RECORDED IN VOLUME 6, PAGE 259, PLAT RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO GUILLERMINA MATA CHAVEZ IN INSTRUMENT NO. 14001780, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

FLOOD ZONE INFORMATION:

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 4820PC02957, DATED SEPTEMBER 2, 2005. THIS TRACT FALLS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

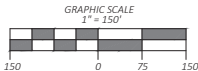
SURVEYORS NOTE:

ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED.

THE COUNTY IS NOT RESPONSIBLE MAINTENANCE OF PARKS, OPEN SPACE, OR DRAINAGE EASEMENTS UNLESS OTHERWISE AGREED TO BY THE COMMISSIONERS COURT.

GENERAL NOTES:

1. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE AND DOES NOT LIE IN THE EDWARDS AQUIFER CONTRIBUTING ZONE OR THE EDWARDS AQUIFER RECHARGE ZONE.
2. THIS SUBDIVISION LIES WITHIN THE CALDWELL-HAYS COUNTY ES DISTRICT #1 & HAYS COUNTY ES DISTRICT #9.
3. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY INDEPENDENT SCHOOL DISTRICT.
4. THIS SUBDIVISION LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT AND THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
7. MAILBOXES PLACED WITHIN THE RIGHT OF WAY, SHALL BE OF AN APPROVED T800T OR FHWA DESIGN.



HAYS COUNTY WATER/WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

CAULYNN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF _____ §
KNOWN ALL MEN BY THESE PRESENTS:

OWNER'S CERTIFICATION:

I, THE UNDERSIGNED, OWNER OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

RE-SUBDIVISION OF LOT 4, PLAT OF 3-G RANCH ADDITION, SECTION THREE

IN THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GUILLERMINA MATA CHAVEZ
350 3G RANCH RD.
KYLE, TEXAS 78840
(512) 705-6388

DATE

STATE OF TEXAS §
COUNTY OF _____ §
KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS _____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC
IN AND FOR THE STATE OF _____

DATE

STATE OF TEXAS §
COUNTY OF _____ §
KNOWN BY ALL MEN PRESENTS

GOKORTH WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

GENERAL MANAGER
GOKORTH WATER SUPPLY CORPORATION

STATE OF TEXAS §
COUNTY OF _____ §
KNOWN ALL MEN BY THESE PRESENTS:

OWNER'S NOTE:

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, WARRANT THAT ANY RIGHT, PRIVILEGE, OBLIGATION, OR REMEDY GRANTED TO ME BY THE SUBDIVISION ORDINANCE AND OTHER RELEVANT LAWS OF THE CITY OF NEDERWALD, TEXAS, SHALL ALSO RUN IN FAVOR OF MY SUCCESSORS IN INTEREST, ASSIGNS, AGENTS, EMPLOYEES, OR ANY PERSON ACTING PURSUANT TO THE DIRECTIONS OF ANY OF THE FOREGOING, OR UNDER COLOR OF SAME.

GUILLERMINA MATA CHAVEZ
350 3G RANCH RD.
KYLE, TX 78840
(512) 705-6388

DATE

STATE OF TEXAS §
COUNTY OF _____ §
KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS _____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC
IN AND FOR THE STATE OF _____

DATE

PROJECT SITE ADDRESS AND PID:

350 3G RANCH ROAD, KYLE, TX 78840 (HCAO PID: R60833)

GENERAL INFORMATION BLOCK:

OWNER: GUILLERMINA MATA CHAVEZ
ACRES: 10.00
SURVEYOR: SPOT ON SURVEYING, INC.
LOTS: 1 - BLOCKS: 1
OTIS G. EELS ABSTRACT NO. 167
DEVELOPMENT LOTS: 1
DATE PREPARED: 2019/11/05

MONUMENT LEGEND:

- FOUND MONUMENT AS DESCRIBED.
- SET 5/8" IRON ROD WITH CAP
- STAMPED "SPOT ON SURVEYING".
- FOUND 1/2" IRON ROD.
- FOUND 5/8" IRON ROD.
- FOUND 3/8" IRON ROD.

LEGEND:

- BL - BUILDING SETBACK LINE
- D.E. - DRAINAGE EASEMENT
- P.U.E. - PUBLIC UTILITY EASEMENT
- O.P.R.H.C.T.X. - OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T.X. - PLAT RECORDS OF HAYS COUNTY, TEXAS

LINETYPE LEGEND:

- BOUNDARY
- RIGHT OF WAY
- ADJOINING LOT LINES
- P.U.E.
- BL
- P.U.E. & D.E.

UTILITY NOTES:

- WATER: GOKORTH SPECIAL UTILITY DISTRICT
- WASTEWATER: INDIVIDUAL ON-SITE SEWAGE FACILITY
- ELECTRICITY: FEDERALEL ELECTRIC COMPANY



WWW.SPOTONSURVEYING.COM

SOS J/N: 0048-19-013

STATE OF TEXAS

COUNTY OF HAYS

KNOWN ALL MEN BY THESE PRESENTS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICITY WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NO. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS,
COUNTY CLERK
HAYS COUNTY, TEXAS

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

SCOTT A. HAHN
TEXAS REGISTRATION NO. 6375
SPOT ON SURVEYING, INC.
614 JERRY'S LANE
BUDA, TX 78610
(512) 523-8092
T1PLS FROM NO.: 10193894

DATE



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

PLN-1407-PC; Hold a public hearing with possible action to approve the final plat for the Replat of Lot 2A-1, K-Bar-Mac Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

K-Bar-Mac is a recorded subdivision located off of Highway 290 in Precinct 4.

The proposed re-plat will divide the 14.716 acre lot 2A-1 into 2 lots, Lot 2-A2 and Lot 2-A3. Water service will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: Jun 2nd, 2020

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Replat of Lot 2A-1, K-Bar-Mac Subdivision. Discussion and possible action to approve the final plat; hold public hearing.

BACKGROUND/SUMMARY OF REQUEST:

- A) K-Bar-Mac is a recorded subdivision located off of Highway 290. The recorded Lot 2A-1 is a 14.716 acre lot that fronts onto Highway 290, a Texas Department of Transportation public roadway in Hays County. The proposed replat will divide the recorded lot 2A-1 into two, 7.358 acre lots, 2-A2 and 2-A3.

Water service will be accomplished by Private Well and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located outside the City of Dripping Springs extraterritorial jurisdiction and within the Hays County Commissioner Precinct Four boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 2A-1 will take place on June 2nd, 2020 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

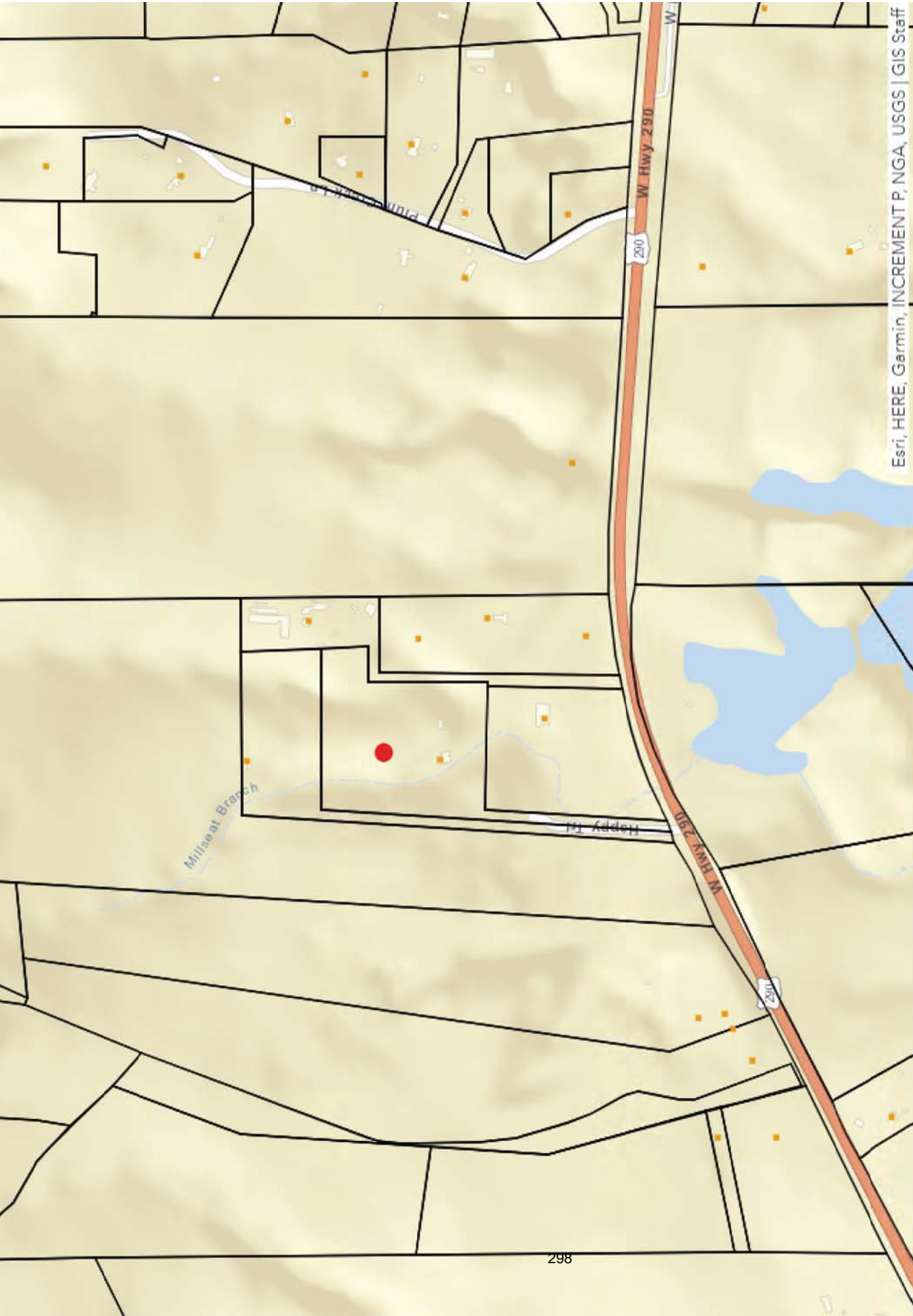
STAFF COMMENTS:

Staff has completed the Technical Review for the Repat of Lot 2A-1, K-Bar-Mac Subdivision. The items remaining currently are to hold the public hearing and action on the approval of the replat.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



Esri, HERE, Garmin, INCREMENT P, NGA, USGS | GIS Staff

SURVEYOR'S NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 4820900100F, DATED 9/5/2005, A PORTION OF THIS TRACT LIES WITHIN ZONE A, (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND A PORTION LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT.
7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. LOTS ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL AND IS FURTHER RESTRICTED FROM REGULATED TCEQ ACTIVITIES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, DAVID E. SUTHERLAND AND MYRA L. SUTHERLAND, OWNERS OF LOT 2A1, K-BAR-MAC, HAYS COUNTY, TEXAS BEING 14.716 ACRES AS CONVEYED TO USE BY DEED RECORDED IN VOLUME 1295, PAGE 643, AND VOLUME 2463, PAGE 183 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 2A1, K-BAR-MAC, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

DAVID E. SUTHERLAND, OWNER
P.O. BOX 1250
DRIPPING SPRINGS, TX. 78620

MYRA L. SUTHERLAND, OWNER
P.O. BOX 1250
DRIPPING SPRINGS, TX. 78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID E. SUTHERLAND AND MYRA L. SUTHERLAND KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT

____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

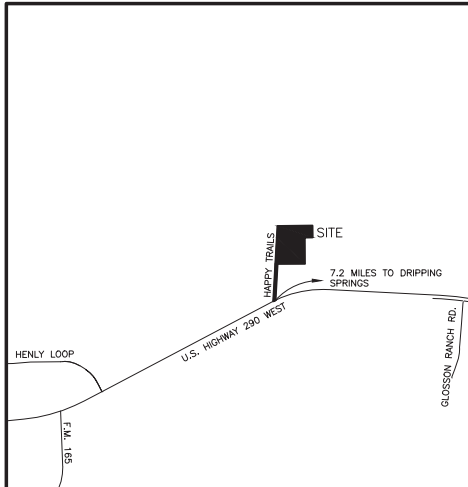
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S 89°26'34" W	256.90'
L2	N 05°21'23" W	138.61'
L3	N 40°16'22" W	58.91'
L4	N 33°57'29" W	159.05'
L5	N 11°04'52" W	110.06'
L6	N 00°48'50" E	232.56'
L7	N 06°56'29" E	138.55'
L8	N 42°46'41" W	65.20'
L9	N 89°16'12" E	147.80'
L10	S 01°53'23" W	454.20'
L11	S 05°33'49" E	105.39'
L12	S 33°33'29" E	01.10'
L13	N 70°20'49" E	114.99'
L14	S 81°58'42" E	79.99'
L15	S 55°09'37" E	30.99'
L16	N 06°38'16" E	67.78'
L17	N 89°16'35" E	48.06'
L18	S 05°16'44" W	61.43'
L19	S 89°31'51" E	48.14'
L20	S 25°42'24" W	112.78'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500



VICINITY MAP - 1"=2000'

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

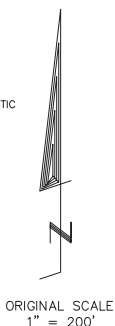
DATE

CATLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUDT"
- CONCRETE MONUMENT FOUND
- UTILITY LINE, POLE AND GUY



ORIGINAL SCALE
1" = 200'

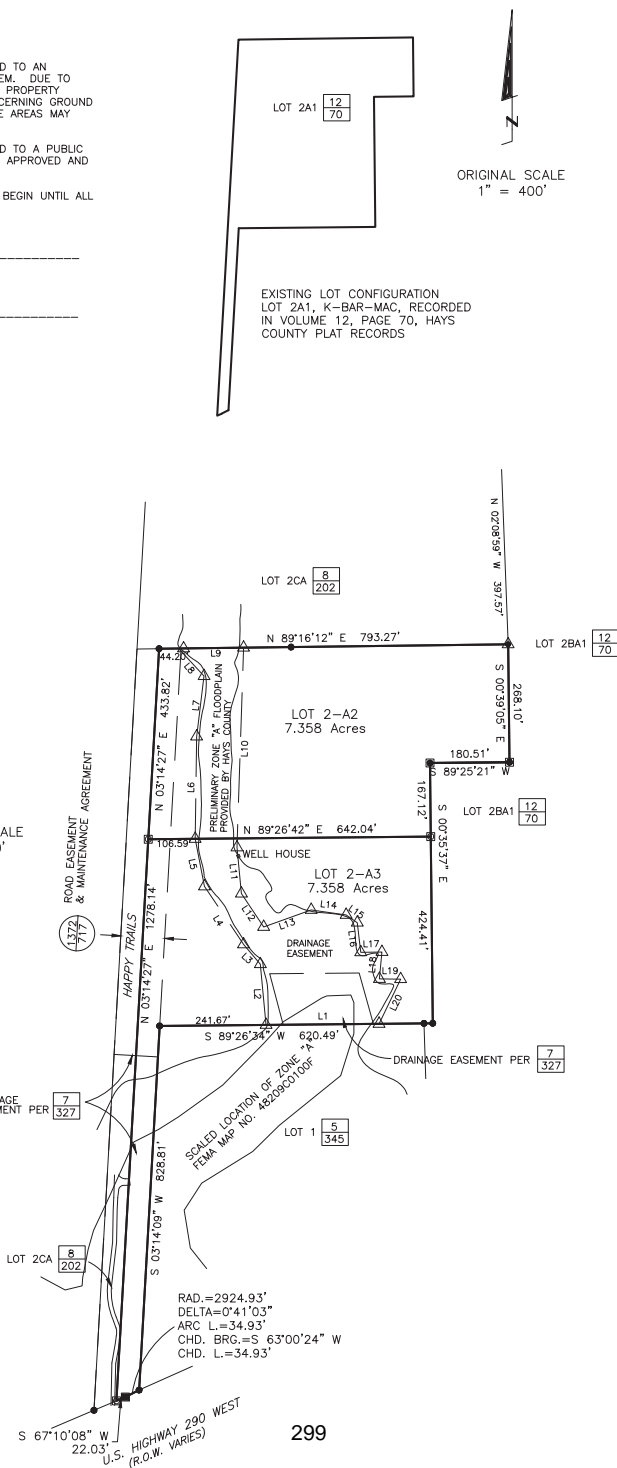
LOT SIZE CATEGORIES

TOTAL AREA = 14.716 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 7.358 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 2
NUMBER OF LOTS 2 - 5 ACRES = 0
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC--FEDERALS ELECTRIC COOP.
WATER--PRIVATE WATER WELLS
SEWER--INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CLIENT: SUTHERLAND, DAVID
DATE: 11/5/2019
OFFICE: K. SMITH
CREW: HADEN, PRADO
FB/PG: 767/56
PLAT NO. 27731-19-c



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 Office of General Counsel to locate within Suite 201 of the Historic Courthouse; and to authorize Building Maintenance to provide an access point between Suite 201 and Suite 202.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

June 2, 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

INGALSBE

SMITH

SUMMARY

This proposed move would achieve several objectives. 2 areas being vacated could be utilized by Veteran's Services or other offices. A service window for Public Information Requests would be helpful, and co-location of the Assistance General Counsel with the other staff members would enhance collaboration within the 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

Discussion and possible action to accept the resignation of Kasey Mock and the appointment of Burt DeMent as a member of the Parks and Open Space Advisory Commission (POSAC).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

June 2, 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

SMITH

N/A

SUMMARY

The membership of this board is made up of citizens appointed by the Commissioners Court; each member is allowed two appointees. Burt DeMent has agreed to serve on the commission.

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 regarding the Wimberley Village Library's presentation during the January 28th Commissioners Court meeting, including an update on the Library's plans for expansion and a timeline for consideration by the County for participation in the project.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

June 2, 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

SHELL

N/A

SUMMARY

During the January 28th meeting of the Commissioners Court, representatives from the Wimberley Village Library made a presentation regarding their plans for an expansion of the Library. An update will be presented in Court on the Library's plans including next steps for consideration of the County's participation.

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 Flat Rate/Fixed Fee Contract for Professional Services between Hays County and Allison, Bass & Magee, L.L.P., related to redistricting within Hays County and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

\$50,000

LINE ITEM NUMBER

001-614-00.5441

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption under Texas Local Government Code Ch. 262.024(a)(4) due to contract value.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Allison, Bass, & Magee are offering an installments plan to cover the costs associated with redistricting. That includes an initial assessment with a corresponding \$10,000 fee. The remainder is then paid in equal installments in the upcoming 2 fiscal years.

Qualifications and terms are attached.

FY20 Budget Amendment:

Decrease Co-Wide Contingencies 001-645-00.5399 - (\$10,000)

Increase OGC Legal Services 001-614-00.5441 - \$10,000

ALLISON, BASS & MAGEE, L.L.P.

Attorneys at Law

**A. O. WATSON HOUSE
402 WEST 12TH STREET
AUSTIN, TEXAS 78701
(512) 482-0701
FAX (512) 480-0902**

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j.allison@allison-bass.com

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J. ERIC MAGEE
e.magee@allison-bass.com

JOSHUA HUMPHREYS
j.humphreys@allison-bass.com

February 6, 2020

VIA REGULAR MAIL

Honorable Ruben Becerra
Hays County Judge
111 E. San Antonio Street, #300
San Marcos, Texas 78666-5534

Re: Commissioners Court Precinct Redistricting

Dear Hays County Judge and Commissioners:

In July of 2018, we mailed letters to all Texas counties providing information for preparations for the upcoming 2020 census. Under controlling state and federal law, all Texas political entities that elect their governing body from single member districts, precincts or wards are required to review their existing political boundaries under the U.S. Constitution's mandate that political districts be balanced in terms of population following each census. Any changes in these boundaries, polling places or other methods and procedures related to elections must comply with the federal Voting Rights Act restrictions regarding minority voting rights.

As of today, we have not received from you a retainer for the 2020 cycle. While we have devised a very robust procedure for conducting the work, in reality we cannot service an unlimited number of counties. We attempt to ensure that we can accommodate those Texas counties that previously used our services, and in turn, we normally also offer to conduct redistricting for some cities and school districts within those counties that retain our services. We have at this time approximately 132 political jurisdictions enlisted for our redistricting services. When our capacity to reasonably service a few more counties, cities or school districts is reached, we will be compelled to close the program to additional clients. We believe that our program, with a flat fee payable over multiple fiscal years and at least 3 potential redistricting plans, offers an attractive option for counties, cities and school districts but we cannot accommodate all political jurisdictions.

Therefore, we would ask that you once again consider your plans for the 2020 census, and should you wish to retain our services in this regard, please review the attached materials, and execute and return the enclosed retainer agreement. If your county has made other consulting arrangements for redistricting, please disregard this communication and best wishes for a successful project.

Sincerely,


James P. Allison


Robert T. Bass


J. Eric Magee

Enclosures: Contract for Professional Services – Fixed Rate
cc: Hays County Commissioners Court Members

ALLISON, BASS & MAGEE, L.L.P.

Attorneys at Law

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February 6, 2020

VIA REGULAR MAIL

Honorable Ruben Becerra
Hays County Judge
111 E. San Antonio Street, #300
San Marcos, Texas 78666-5534

Re: Commissioners Court Precinct Redistricting

Dear Hays County Judge and Commissioners:

The subject of this cover letter will be familiar with those elected officials who were in office ten years ago. For those who were not, the process known as “redistricting” is required after each federal census. The procedures are complex and somewhat confusing. We will do everything we can to explain the process and expedite your compliance.

Redistricting-What Is It and Why We Do It

The term “redistricting” or alternatively “reapportionment” means the procedure that is required of all governmental entities that elect their governing body membership by election from individual districts (single-member districts) to periodically reassess their boundaries, and the population within those boundaries, to accomplish two things:

1. Retain reasonable numerical balance in terms of all population (men, women and children, rather than registered voters) within each district or precinct relative the other districts or precincts, within a tolerance of (+) or (-) 10% from an ideal size for local governments. If a county for example, has 10,000 individuals counted as residents in the upcoming 2020 census, each of the four county commissioner precincts should have approximately 2,500 persons living in each precinct. (10,000 divided by four=2,500).

In a typical county, however, the actual population of 10,000 persons will **not** be evenly distributed in the 2020 census count. Assume that Commissioners Court Precinct 1 has a population of 2,275 persons or 225 persons below the ideal size, Precinct 2 has a population of 2,500, exactly meeting the ideal, Precinct 3 has a population of 3,125 or 625 above the ideal size, and Precinct 4 has 2,100, or 400 below the ideal.

The “range” of deviation from the ideal of 2,500 is determined by calculating the percentage of “deviation” from the ideal. Using the numbers above, Precinct 4 is the most underpopulated by 400 persons, which is 16% below the ideal. The largest population above the ideal is in Precinct 3, with 625, or 34% above the ideal. If you add -16% and +34% together, disregarding the plus or minus sign from the ideal, you have a total deviation of 50%. The maximum permitted by law is 10%. The boundaries of the county in this example must be altered to “balance” the population between the

four precincts so that the difference between the largest precinct and the smallest precinct does not exceed 10%. This is done by reducing the physical boundaries of those precincts above the ideal and enlarging the boundaries of those precincts under the ideal size. The process of enlarging or reducing the physical boundaries of a political entity to achieve population and demographic balance is called "reapportionment", since the population is being reallocated, or reapportioned among the four commissioners court precincts.

2. In rebalancing that population, additional care must be given under the Voting Rights Act of 1965 so that where minority residents within the jurisdiction compose a sizeable portion of the overall population, the boundaries drawn to accomplish numerical balance cannot either fragment, dilute or unfairly compact that minority population to restrict the minority's ability to have an impact on the outcome of an election within the commissioner precinct where the minority population is located. Minority populations cannot be
 - a. "cracked", or "fragmented" meaning that large concentrations of minority voters cannot be divided into several commissioner precincts, rather than left intact in a single or even multiple commissioners court precincts.
 - b. "packed", meaning where minority populations are sufficient in numbers to compose large percentages in more than one precinct are packed into a single precinct, or
 - c. "stacked", meaning where minority groups are stacked together to make an apparent voting majority, but where historic trends of low registration and turnout make that apparent majority less significant if grouped with a single, high registration and turnout minority.

Following the Supreme Court decision in *Avery v. Midland County*, 390 U.S. 474; 88 S. Ct. 1114, 20 L. Ed. 2d 45 (1968), Texas Commissioners Courts have been required to make a periodic assessment of their political boundaries to determine whether the boundaries retain sufficient "one-person-one-vote" balance. This requirement is now carried forward in Article 42.001 of the Texas Election Code and has been extended to virtually all political bodies that elect representatives from special member districts, or geographic regions of the political jurisdiction in which the candidates for representative office must reside.

Therefore, following each federal census, each Texas county, city, school district or other political entity electing representative officers from geographic regions of the sub-division should conduct an assessment of existing political boundaries. It should be carefully noted that simple comparisons between the county population of 2000 and 2010, or even a more sophisticated analysis of urban and rural areas of the county might not reflect the true extent of population "change" each County has experienced over the last ten years.

Population "change" from a prior census total population to a more current census total population may not directly correlate to "different" or "new" population. For example, existing populations within a county will move considerably within the county since the last census, particularly in a county experiencing significant population growth or decline. A new subdivision may

also cause movement within a county by a static population and require redrawing of political boundaries.

As a very general rule of thumb, any statistical change of population between the 2010 and 2020 census more than 3%, plus or minus, will indicate a likely need for redistricting in order to retain numerical balance between the governing body's representative districts. Only in rare circumstances will a county experiencing a population change in excess of 3% avoid the need for rather extensive reapportionment of the county Commissioners Court precinct lines.

However, any assumption that a population change of less than 3% will not require reapportionment is ill advised. Populations will shift within a county over time. Every county, city, school district or other political entity electing representative officers from geographic regions of the sub-division, even those with a rather insignificant overall population change, should carefully examine actual population demographics relative to their existing political lines to determine the need for reapportionment after each census.

That assessment must be done with the actual census block data. This census data, known as Public Law 94-171 files of the United States Census Bureau, allocates population to census blocks. Generally stated, these census blocks are defined by natural or man-made boundaries. Where these boundary lines close in an area, the population within that area is counted and broken into several demographic groups. Demographic data is then subject to being depicted in chart and graphic form for both total population as well as voting age population, and the racial profile of that population. By grouping census blocks together, voting precincts, and in turn all other elective precincts, including Commissioners Court, Justice of the Peace, or in cases of cities and school districts, wards and districts for the City Council and School board can be built. In turn, using the county election precincts as a basis, the larger State Representative, Senate, and Congressional districts can be assembled.

Using the guiding principle of "One-Person-One-Vote" balance between the four Commissioners Court Precincts, and the directives of the Voting Rights Act as a guide, each county will construct new political boundaries. These boundaries are based upon the entire county population, but the availability and analysis of voting age populations is also important.

Additional statutory requirements must also be kept in mind as election precincts are drafted. State law limits the size of election precincts to not less than 100 registered voters (counties under 100,000 in population may have as few as 50 registered voters, and upon petition by 25 registered voters, counties under 50,000 in population may have fewer than 50 registered voters in an election precinct), and not more than 5,000 registered voters per election precinct. (See §42.006, Texas Election Code, V.A.C.S.).

In counties inhabited by a significant minority population, the need to create one or more Commissioners Court Precincts that assure minority representation requires utilization of voting age information. While the actual political boundaries will be based upon total population, the viability of the resulting precinct in terms of the ability to elect requires analysis of voting age population.

Efforts to balance road mileage or to achieve other entirely practical adjustments of county boundaries can be included in the process but must be undertaken with great care to avoid unintended shifts of population which will either exceed the required numerical balance or violate the Voting Rights Act.

Because changes in Commissioners Court precinct boundaries will require modification of the individual election precincts making up each Commissioners Court precinct, there will also be changes in the Justice of the Peace/Constable precincts as a result of the modification of election precincts necessary to achieve the required level of precision necessary to balance population and address demographic requirements. As a result, all political boundaries in your county, from the Election Precinct to the Justice of the Peace and Commissioners Court Precincts will have to be evaluated and possibly revised. It is worth noting that only “representative” offices are subject to the one-person-one-vote requirement. Judicial offices are not required to be balanced by population. Justice of the Peace precincts are therefore not required to have the same number of residents, but these boundaries cannot be drafted in a manner that would violate the voting rights act, and as we have discussed above, changes in the underlying election precincts will have direct impact upon the Justice of the Peace precincts as well. For these reasons, many counties choose to use combinations of the Commissioners Court precincts as a basis for JP precincts to make voting administration easier and more understandable to the voter and more easily managed by election administration.

In prior years between 1972 and 2013, Texas political jurisdictions were required to submit any plan which affected election policies, practices, methods or procedures to the United States Department of Justice, Voting Rights Section, for review to determine whether or not that proposed change would have the effect of adversely affecting minority voting rights, and to obtain a finding that the proposed change would not have such an effect before the governmental entity could implement that change. This procedure, known as “pre-clearance” was required by Section 5 of the Voting Rights Act, 42 U.S.C. §1973c (now 52 U.S.C.A. §10304). In June of 2013, the United States Supreme Court held in *Shelby County, Alabama v. Holder*, 133 S.Ct. 2612, that the practice of “pre-clearance” was no longer operative. This decision held that the coverage formula which determined what jurisdictions were required to comply with the pre-clearance obligation was no longer necessarily valid and would require reconsideration and reauthorization by the Congress to determine if discriminatory practices were still being used to weaken minority voting rights. At this time, the Congress has not seen it necessary to reevaluate the need for pre-clearance procedures, so political jurisdictions are not required to submit any changes to the federal government before implementation. However, the state of voting rights law is in flux, and there are several pending cases that might result in further requirements, so we will need to be prepared for a potential re-imposition of this requirement

In any case, Section 2 of the Voting Rights Act remains fully functional. This section allows an interested party who believes a governmental entity has engaged in discriminatory practices that have the intent, *or the effect* of weakening minority voting rights to sue the governmental entity to have a court examine the voting practice, policy or method to determine an alleged violation of the Voting Rights Act. Those plans, changes, policies, practices or methods that are found to be violative of the Voting Rights Act will subject the governmental unit to liability for all reasonable costs and attorney’s fees necessary to redress the correction of the practice found to violate the Voting Rights Act, including Court Orders to revise, withdraw or otherwise cure the defect. Typically, if a violation of the law is found to exist, elections will be stayed pending a cure, so the expense of failing to comply with the law is prohibitive.

As a consequence, it is important that each county, as soon as practicable, identify and retain qualified expertise to assist the commissioners court in the analysis necessary to evaluate the existing boundaries, and where necessary to revise the numerical balance, to redraw such lines

in a manner that will avoid potential claims of a violation of the Voting Rights Act or the U. S. Constitution.

STEPS IN REDISTRICTING

1. Identify current political boundaries, i.e. Commissioners Court and JP precincts for Counties, City Wards, school district wards, special district wards. Identify existing election precinct boundaries. The Texas Secretary of State maintains current data on each County. We will acquire this data and submit it back to the County for confirmation in advance of the release of redistricting data.
2. Locate all incumbent residence locations. Because continuity of political leadership is a valid governmental concern, it is permissible to take into account the retention of incumbent office holders in all but the most extreme cases. Every effort should be made to preserve political continuity in revising boundaries, but incumbent relocation has been required is rare cases.
3. Prepare for 2020 Census data. We will obtain in advance of the release of census data the format that will be used for data layout from the Census Bureau and will prepare tables, charts and maps using with mock data to field-test and conduct de-bugging of our analytical tools so that when the actual data is available, we have a proven method to reapportion your jurisdiction quickly and efficiently. The initial installment of our quoted fee will cover all of these preliminary steps.
4. April 2020-U.S. Census Bureau conducts population count.
5. January to February 2021-Census Bureau releases data. The relevant data for redistricting is known as the census data 5th count, which must be imported into computer files used to analyze the data.
6. April-May 2021: Analysis of population using existing boundaries with 2021 data, and preparation of a comprehensive “initial analysis” of your political boundaries to determine if redistricting is required. If our initial analysis reveals that your boundaries remain legally viable, you will have no obligation to proceed further, or to pay any more than our first installment.
7. Where our initial analysis reveals a legal obligation to redistrict, we will conduct reapportionment of Commissioners Court, Justice of the Peace and Election, approximately May through August, 2021.
8. Once the Commissioners Court boundaries are redrawn, we will conform election precincts to the new Commissioners Court boundaries and will also address city wards etc. This realignment of election precincts will also affect the boundaries of the Justice of the Peace/Constable precincts. August through September, 2021.
9. Congressional and state Legislative redistricting may impact some county precincts, requiring that some lines at the local level be redrawn following congressional and/or state

legislative boundaries. All Political boundaries should be complete in time to allow for filing for public office in November, 2021.

OUR QUALIFICATIONS

The lawyers who compose the firm of Allison, Bass & Magee, LLP have more than 130 combined years of experience with redistricting. Jim Allison was on the Senate Staff of Barbara Jordan when Texas first came under the requirements of the Voting Rights Act and assisted in the state of Texas redistricting efforts during 1971. He was also on the staff of the Attorney General in 1981 and assisted in the redistricting work of the Texas Redistricting Board. He has successfully prepared and defended county redistricting plans since 1991. Bob Bass successfully defended his home county of Hale in voting rights litigation in 1978. The firm has been involved in redistricting preparation and litigation each redistricting cycle since 1983 and has provided legal representation in redistricting related matters to more Texas counties than any other law firm in the State of Texas.

Over the years, we have provided turn-key services to literally hundreds of separate political subdivisions. We are sensitive not only to the legal requirements of the process, but to the political and practical aspects as well. We strongly urge coordination between all political subdivisions located within a single county to increase ease of administration of county/city/school and special district elections. Our services include advance planning for the process, all necessary legal work, conducting public hearings, interaction with local interested parties and submission of the end-product reapportionment plan to state and federal authorities, and responding to any request for additional information. We coordinate with the Secretary of State's office in providing your new political boundaries to state election administrators and can provide assistance to your local election administrator in the implementation of the resulting reapportionment plan.

Our goal is to provide a complete, integrated, fixed fee program for political subdivisions to address the reapportionment process. We have provided similar programs since 1990 with complete success. To date, we have never failed to obtain a successful outcome for our client's reapportionment plans. We are pleased to offer once again what we believe to be the best support and service for your redistricting needs at the lowest possible price for a full-service program.

Our firm is notable for its "fixed fee" pricing structure. With the exception of the 12 more densely populated counties, the firm offers a pricing structure based upon the population of each county. This fee, detailed in the attached information, allows a county to budget the cost of redistricting over as many as three (3) budget years. The larger counties may retain our services on an hourly rate basis.

We will provide a complete redistricting program for your needs pursuant to a flat rate/fixed-fee arrangement, so that you can spread the costs over several budget cycles:

FLAT RATE/FIXED FEE: Our fixed fee program requires no additional charges or expenses beyond our standard service agreement, *with the exception of the publication cost of advertising public hearings and required notices*, which will be billed separately and outside of our fee. The Flat Rate/Fixed Fee cost for your county is set out below. This fee will include the actual cost of data acquisition, initial analysis and publication of a written assessment, consultation with commissioners' court, interaction with local interested parties, presentations at public hearings, travel and other related expenses that are required for each client. The Flat Rate/Fixed Fee is based upon the population of the jurisdiction, the complexity of the demographic population, the anticipated difficulty of the

process, and the corresponding cost of servicing the account with travel costs, including travel time and expense, lodging, long distance telephone, and equipment needs. There is no formula that can predict all project costs. However, the only additional costs not covered by our fixed fee program are the costs of publication of any and all required public notices for the project, including newspaper, internet, or tele-conferencing costs. Other firms may submit proposals with a lower initial cost, but you should make sure that the proposal offers comparative services through a full and comprehensive program. Some proposals provide for only one hearing and one reapportionment plan. These proposals require additional fees for alternative plans and additional public hearings.

1. The flat rate option is broken into three funding periods, as detailed below:

- a. 1st Installment: An Initial Analysis Fee; This fee is based upon the County population, and ranges from \$5,000.00 to \$10,000.00. This Initial Analysis fee is due upon execution of our redistricting retainer agreement, and it will allow us to obtain from the County and the Secretary of State Elections Division, necessary data, such as existing political boundary files in electronic GIS data format, to develop templates for the receipt of 2020 census data, and eventually to acquire demographic data for your political entity, and to prepare an extensive written analysis of your current political boundaries within the context of the Voting Rights Act and state election law. Should our analysis of the 2020 census data reveal that your existing political boundaries are legally sufficient without change, the Initial Analysis fee will conclude our services, and you will not be required to redistrict under applicable law.

Timeline for Initial Analysis: The 2020 Census will be conducted in April of 2020, with the release of the demographic data expected as early as February 2021. Contracts for redistricting analysis should be planned for an initial expenditure no later than during formulation of the 2020 Budget in 2019, with actual expenditures falling due in the 2020, 2021 and 2022 budget years.

Your executed contract and the initial installment fee should be returned with the executed contract.

- b. 2nd Installment, due on or before October 31, 2021. The amount of this installment will be the stated total amount, less the initial analysis fee retainer, with the remaining balance divided by two. The bulk of the work required to implement the redistricting project will be completed between February and September 1, 2021, but considerable advance work is required to build the necessary data analysis tools, and to work with you to identify your goals, aspirations and objectives in advance of the actual redistricting.
- c. 3rd Installment, due on or before October 31, 2022. The amount of this installment will be the remaining balance after subtraction from the total amount, less the initial retainer and the 2nd installment. All work necessary to the process will be completed well in advance of this date, which will fall into your third budget cycle from inception of the project.

All of our plans will include the same basic services. Our services will include:

1. An initial “workshop” conducted on site in your county to explain the process to members of the commissioners’ court, and any staff or support personnel to be involved in the work. This work will be conducted following the receipt of a signed retainer agreement and payment of the 1st Installment. As we are able to determine the distribution of counties using our services, we will schedule these early meetings in an efficient manner. Preliminary steps will include the drafting of redistricting criteria by which the various redistricting or reapportionment plans will be scored or judged. This preliminary work may be performed, with our assistance, by the executive body of the political body, i.e. the Commissioners Court or by a Citizens Committee appointed to by the Commissioners court to assist the governing body. A citizens committee is sometimes utilized to avoid politicization of the reapportionment process, and to relieve the elected body of the stress or pressure of the process.
2. Drafting of all required multi-language legal notices, documents and supporting charts and maps for all necessary hearings, procedures and implementation.
3. Once the census data is released in early 2021, we will conduct an “Initial Assessment” of your existing political boundaries to determine if these boundaries satisfy legal requirements imposed by either constitutional or statutory requirements. For example, the first determination is whether the 2020 population within existing boundaries remains within the so-called “one-person-one-vote” constitutional standard. This standard generally requires that each political boundary or precinct represented on the local government’s governing body be roughly equal in terms of population. Over time, populations will grow, decline, or shift unequally within the political boundaries of the local governmental entity.
4. If the Initial Assessment reveals a need for reapportionment, we will make that determination and advise you of the need to redraw your political boundaries. Federal law requires that any change of political boundaries to address population equality must also satisfy the Voting Rights Act, which requires that population demographics be considered in the drafting of political boundaries to avoid adverse impact upon minority populations. Finally, the structure of political boundaries must also comply with applicable state law, which does not permit overlapping election precincts pertaining to commissioner’s court precincts, justice of the peace precincts, city wards in some cities, and a variety of other state concerns regarding the administration of elections within each affected political subdivision. Once again, we will guide you through this complex process.
5. Drafting, either by working directly with the Commissioners Court, or with a Citizens Committee appointed by the Commissioners Court, as many as three (3) alternative plans that will satisfy federal and state law, at no additional costs. The three (3) fully developed plans, with complete maps, charts and analysis are included in the Allison, Bass & Magee program. Should your needs require additional alternative plans beyond the three (3) contractual plans provided for, we will quote you a “per plan” fee in advance upon request. This “per plan” fee will include all maps, charts and analysis, in a similar format to those provided under the original contract. Any requested additional plan beyond the minimum three (3), will be billed at our cost, including cost of legal time, support staff, and printing/reproduction costs.
6. Present the alternative plans in not less than one, but no more than two separate public hearings conducted in suitable locations within the political jurisdiction being reapportioned.

7. Following receipt of public comment, we will assist you in the consideration, selection and adoption of a final reapportionment plan, and subsequently prepare all necessary documentation necessary to comply with state and federal law, including legal notice of any hearing in which adoption of a plan will be considered and the recording of the adopted plan to the Secretary of State. Even though the submission of a plan and all necessary documents and supporting information necessary for evaluation by the Department of Justice is no longer required, we strongly believe that the preparation of a comprehensive plan with supporting documentation is necessary to protect you and your tax-payers from possible litigation. Essentially the same level of preparation formerly followed for submission of the adopted plan to the United States Department of Justice for preclearance under the requirements of Section 5 the Voting Rights Act will be continued, but the need for actual submission and preclearance is no longer a requirement. The final product will be provided in a set of binders which should be filed of record in the Minutes of the Commissioners Court, and preserved for use in the event of any litigation regarding your adopted plan.
8. We will coordinate the final adopted plan with the Secretary of State's office to ensure compliance with state law requirements.
9. We will work with your election coordinator/administrator to implement the resulting voting plan for your jurisdiction and seek to coordinate your political boundaries with other political jurisdictions.

In our experience, most political entities prefer alternative proposals to address the variety of interests that are involved in the reapportionment process. Our program provides these options without additional unbudgeted costs. Reasonable reapportionment decisions require reasonable alternatives. Be aware that a lower priced program may unduly restrict the number of alternative plans you can consider.


Additionally, our proposal's payment schedule is in divided into three payments spread over at least three budget years. This spreads the costs of redistricting over future budgets as the services are provided. These payments are:

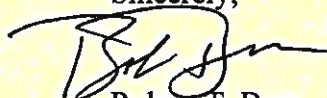
- (1) an initial fee that will cover the cost incurred to acquire census data and to prepare that data for the Initial Assessment. The Initial Fee is due upon execution of a contract retaining our firm. We have the capacity of handling a significant number of governmental entities, but we will be careful not to exceed our capacity, *so first come will be first served.*
- (2) a 2nd Installment that will be due October 31, 2021, at the completion of the pre-census preparation for a reapportionment plan.
- (3) A 3rd Installment that will be due October 31, 2022, upon complete implementation of the reapportionment plan.

In the unusual circumstance of litigation, we will be available, under a separate contract, to provide legal counsel, expert testimony, or other support through all phases of litigation including appeal, if necessary, to the United States Supreme Court.

The cost of preparing and submitting a redistricting plan is dependent upon several factors, including the complexity of local demographics, communities of interest, and other political considerations. To a great extent, the degree to which all interested parties are able to reach a consensus will depend upon the quality of the advance planning and coordination of the project. While much of the initial public contact can be performed locally, it is usually to your advantage if our firm participates in that process. With our experience and state-of-the-art computerized mapping system, we can provide immediate responses to citizen and interest group inquiries and proposals.

As attested from the success of our past projects, we have the experience and expertise to successfully assist you in this difficult and complex process. We appreciate your interest in our firm and we would be pleased to have the opportunity to assist in this project. Should you wish to retain our firm, for purposes of conducting the initial assessment, and defer a decision on retention for full services till a later date, we have provided a contract for professional services for that purpose. If you are interested in more information, please let us know.


James P. Allison

Sincerely,

Robert T. Bass


J. Eric Magee

Enclosures:

Contract for Professional Services – Fixed Rate

IN THE COMMISSIONERS COURT

OF

HAYS COUNTY, TEXAS

FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such wards to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements regarding election administration and compliance with the Voting Rights Act; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Magee, L.L.P. is prepared to provide all necessary professional services to assist the county in this effort;

Hays County, acting by and through its Commissioners Court and Allison, Bass and Magee, a Limited Liability Partnership, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

- A. Allison, Bass & Magee, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the County. These services include, but are not limited to, the following:
1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the County election subdivisions of the jurisdiction related thereto, which shall include the County Commissioners Court precincts, the County Justice of the Peace precincts, which include the offices for Constable, if any, and finally, the County election precincts, which make up both the Commissioners Court and Justice precincts.
 2. Obtain preliminary population data from the U. S. Census Bureau for the 2020 federal census, and process that data in conformity with the existing county political boundaries data obtained from the Texas Secretary of State and confirmed by the County.

3. Prepare the necessary population and demographic analysis to evaluate existing political subdivisions of the county to ensure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.
 4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2020 census, Hays County and Allison, Bass & Magee, L.L.P. will conclude this agreement as provided in Section 2A below.
 5. Should redistricting be legally required, Allison, Bass & Magee, L.L.P. will, working in conjunction with the County Commissioners Court or any designated citizens committee, prepare no less than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.
 6. Consult with the County Commissioners Court or its designated citizens advisory committee as needed by mail, telephone, email or facsimile, and will have a representative personally attend no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the Commissioners Court and/or the Citizens Committee, and not less than two (2) additional meetings with the designated authority to formulate and discuss each alternative plan devised by the Commissioners Court or Citizens Committee. One or either of these two additional meetings may include public hearings intended to present alternative plans to the general public.
 7. Publicize, attend and participate in at least one (1) PUBLIC HEARING on proposed redistricting plans. The Public Hearing may be conducted on the same date as one of the two additional meetings referenced in paragraph 6.
 8. After approval by the Commissioners Court of a reapportionment plan, prepare and file all necessary maps and other documentation to document for any future reference the details of the reapportionment plan, and to submit electronic (digital) files to the Texas Secretary of State for compliance with all state and federal law.
 9. In the event litigation challenges any plan adopted by the County, Allison, Bass & Magee, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.
- B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

Section 2: COMPENSATION

Hays County, contracting by and through its Commissioners Court agrees to compensate Allison, Bass & Magee, L.L.P. for its services as follows:

A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2020 Census Data, is \$10,000. The Initial Assessment fee is due upon execution and return of the contract/retainer.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity are unsuitable under state and federal law and services are provided for the reapportionment process, the 2nd Installment of \$20,000 will be due on October 31, 2021.

Upon completion of the project, a final and 3rd Installment Fee of \$20,000 will be due on October 31, 2022.

C. Total Fixed Fee- NOTE: *The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.*

The total fixed fee for services is \$50,000.

EXECUTED on this _____ day of _____, 20____.

BY: _____
Title: Hays County Judge

County Identification Number assigned to the contract as required
by the Ethics Commission: _____

Allison, Bass & Magee, L.L.P.

BY:  _____
Partner: Robert T. Bass

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 provide guidance regarding business-related travel for Hays County employees as it relates to COVID-19.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

June 2, 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

On or about March 16, 2020, the Commissioners Court discussed work-related travel for Hays County employees. At that time, Hays County was entering a "stay at home" response to COVID-19 and a suspension was put on work related travel. As the State of Texas enters a new phase in the COVID-19 response, many essential training opportunities are coming back online. With that in mind, it is probably time to reexamine how Hays County approaches the question of business-related travel for Hays County employees. This is exemplified by the Court's recent approval of out-of-state travel for a County employee at an event in September.

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

Executive Session pursuant to Sections 551.071, 551.074, and 551.076 of the Texas Government Code: consultation with counsel and deliberation regarding the security of the Hays County historic courthouse and each individual position within the Constables Office for Precinct 1 as it relates to such security and the security of the Hays County Government Center and each individual position within the Sheriff's Office as it relates to such security. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

June 2, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Alex Villalobos

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Additional information will be provided in Executive Session.

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

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

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

June 2, 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

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

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

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding a proposed Public Improvement District related to the Riverbend Subdivision in Precinct 1. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	June 2, 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
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.