Commissioners Court September 22, 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 **22nd day of September 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	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**
2	5-6	Adopt a Proclamation declaring September 17 - 23, 2020 as Constitution Week. **BECERRA**
3	7-8	Adopt a Proclamation declaring September 15 - October 15, 2020 as Hispanic Heritage Month. **BECERRA/VILLALOBOS**

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.

4	9	Approve payments of County invoices. **VILLARREAL-ALONZO**
5	10	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
6	11-25	Approve Commissioners Court Minutes of September 8, 2020 and September 15, 2020. **BECERRA/CARDENAS**
7	26-28	Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division for Prevention and Preparedness Response for COVID-19 in the amount of $293,426 and amend the budget accordingly. **BECERRA/CUTLER**
8	29-39	Authorize the execution of a grant contract amendment with Texas Indigent Defense Commission (TIDC) to extend the term of the Regional Padilla Compliance Pilot Project grant to March 31, 2022. **SHELL/INGALSBE/T.CRUMLEY**
9	40-43	Approve the appointment of Karen Housewright to the Hays County Child Protective Board, term ending December 31, 2022. **BECERRA**
10	44-79	Authorize the execution of Amendment No. 2 to the General Land Office (GLO) Contract No. 18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Projects Non-Research & Development 2015 Flood Allocation. **BECERRA/T.CRUMLEY**
11	80-81	Approve renewal of IFB 2020-B16 Road Improvements - Remove & Replace Hot Mix with Turner Paving & Construction Inc. for a period not to exceed November 15, 2020. **JONES/SMITH/T.CRUMLEY**
12	82-91	Approve Utility Permits. **SMITH/BORCHERDING**
13	92-96	Authorize the County Judge to execute a $29,651 Refresh Agreement with Exacom, Inc. related to the Multi Media Recording Platform System for recording 911 and non-emergency calls, radio transmissions, and VOIP for the Sheriff's Office Emergency Communication Division; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D). **INGALSBE/CUTLER**
14	97-99	Approve renewal of IFB 2017-B02 Countywide Dumpsters with Texas Disposal Systems for one additional year. **BECERRA/T.CRUMLEY**

15	100-108	Authorize the County Judge and Constable Montague to execute an Interlocal Cooperative Agreement between Hays County, the City of Wimberley and the Hays County Constable for Precinct 3 regarding traffic enforcement in Precinct 3. **SHELL**
16	109-113	Authorize the County Judge to execute of First Amendment to the Professional Services Agreement between Hays County and Halff and Associates executed on or about September 19, 2017 related to flood mitigation assistance. **SHELL/T.CRUMLEY**

ACTION ITEMS

ROADS

17	114-116	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 between Hays County and LNV, Inc. for the SH 21 at FM 1966 Intersection/Safety Improvements project as part of the 2016 Road Bond Program. **INGALSBE/BORCHERDING**
18	117	Discussion and possible action to consider the release of the maintenance bond #0722765 in the amount of $709,843.20, and the acceptance of roads into the county road maintenance system for Stonefield subdivision, Section 12. **JONES/BORCHERDING**
19	118	Discussion and possible action to consider the release of the maintenance bond #46BCSHY1378 in the amount of $188,835.86, release of the revegetation bond #K13533428 in the amount of $61,000.00, and the acceptance of roads into the county road maintenance system for Burba Ranch subdivision (a.k.a. Estates of Sawyer Ranch). **SMITH/BORCHERDING**
20	119-121	Discussion and possible action to approve a Resolution Supporting the Development of the Robert S. Light Blvd. Extension Project and Urging the Texas Department of Transportation to Approve the Robert S. Light Blvd. Extension Project Environmental Document in a Timely Manner So That the Development of the Robert S. Light Blvd. Extension Project May Proceed to Construction As Expeditiously As Possible. **JONES/BORCHERDING**
21	122-152	Discussion and possible action to approve a Removal and Reimbursement Agreement between Hays County and Texaco Downstream Properties, Inc. and authorize the County Judge to execute the Removal and Reimbursement Agreement on behalf of Hays County. **JONES/BORCHERDING**

SUBDIVISIONS

22	153-156	PLN-1466-PC; Hold a public hearing with possible action to approve the final plat of the Replat of Lots 11 & 12, Hurlbut Ranch East Subdivision. **SMITH/PACHECO**

MISCELLANEOUS

23	157-158	Discussion and possible action to approve the 2021 Sheriff & Constable Fees. **BECERRA/CARDENAS**
24	159	Discussion and possible action to authorize the Sheriff's Office to hire a Mechanic, slot 1060-001 at the 7th percentile. **INGALSBE/CUTLER**
25	160-183	Discussion and possible action to authorize the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Constable, Precinct 1. **INGALSBE/PETERSON**
26	184-202	Discussion and possible action authorizing the County Judge to execute a contract with Westlaw Thompson Reuters for online legal research services in the Hays County Office of General Counsel with funds budgeted for FY2021. **INGALSBE/KENNEDY**
27	203-208	Discussion and possible action to authorize the submission of a Community Development Block Grant - Mitigation Project Application to the General Land Office and authorize the County Judge to act as the County's Executive Officer and Authorized Representative in all manners pertaining to the County's participation in the Community Development Block Grant -Mitigation Program. **BECERRA/T.CRUMLEY**
28	209-210	Hold a public hearing on the FY 2021 Hays County Proposed Budget - 1:00 p.m. **BECERRA**
29	211-212	Discussion and possible action to set the FY 2021 salaries and allowances for Hays County Elected Officials. **BECERRA**
30	213-214	Discussion and possible action to adopt the FY 2021 Hays County budget after making any final changes as a result of the public hearing. **BECERRA**
31	215-216	Discussion and possible action to ratify the property tax increase reflected in the FY 2021 Hays County budget. **BECERRA**
32	217-219	Discussion and possible action to approve an order adopting the tax rate for FY 2021 and levy the taxes. **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.

33	220	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court. **INGALSBE/SHELL**
34	221	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the value of real property located on or near Hermosa Paloma in Precinct 3. Possible discussion and/or action may follow in open Court. **SHELL**
35	222	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; and consultation with counsel regarding evacuation assistance related to the Hurricane Laura Disaster. Possible discussion and/or action may follow in open Court. **JONES**

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.

36	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
37	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
38	Discussion of issues related to the Hays County Census program including updates from Jessica Mejia. **BECERRA**
39	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**
40	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 18th day of September, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

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

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 22, 2020	

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 September 17 - 23, 2020 as Constitution Week.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 22, 2020	

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

See attached Proclamation.

PROCLAMATION DECLARING SEPTEMBER 17 – 23, 2020 AS CONSTITUTION WEEK

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2019, marks the two hundred and thirty-second anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

ADOPTED THIS THE 22nd DAY OF SEPTEMBER 2020

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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

Adopt a Proclamation declaring September 15 - October 15, 2020 as Hispanic Heritage Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Villalobos	BECERRA	N/A

SUMMARY

Nationally recognized Hispanic Heritage Month.

PROCLAMATION RECOGNIZING SEPTEMBER 15 - OCTOBER 15, 2020
AS HISPANIC HERITAGE MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, the recorded Hispanic Heritage has been part of the DNA of American culture for over 480 years with undeniable influence in education, public safety, infrastructure, economic development and governance; and

WHEREAS, in the words of Cesar Chavez, "Preservation of one's own culture does not require the contempt or disrespect for other cultures," and, thus, celebrate the contributions of the robust Hispanic Diaspora; to include Spain, Puerto Rico, Costa Rica, Guatemala, Honduras, Nicaragua, Panama, El Salvador, Bolivia, Chile, Columbia, Ecuador, Paraguay, Peru, Uruguay, Venezuela and our neighbor to the south, Mexico; and

WHEREAS, community members of Hays County are proud of their Mexican heritage, that includes Native American and Spanish blood, identifying themselves as Mexican-American, Chicano, Latino, Spanish, Tejano or Hispanic, essential to defining Texas culture that sometimes is impossible to separate from "Tex-Mex;" and

WHEREAS, humanity and centuries of hope and sacrifice has brought us to commemorate the strong and visible roots of Hispanic Heritage in the national, regional and local landscape of our nation; and

WHEREAS, in the 172-year history of Hays County, the citizens of this great county overwhelmingly elected the first Hispanic County Judge; and

WHEREAS, Hays County encourages and promotes strong and inclusive communities that recognize and celebrate efforts to bring people together for a greater good;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proudly proclaim every September 15 through October 15 as Hispanic Heritage Month and encourage citizens to recognize the positive impacts of the county's Hispanic people.

ADOPTED THIS THE 22nd DAY OF SEPTEMBER 2020

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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:

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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	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	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	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	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 September 8, 2020 and September 15, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

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

ON THIS THE 8th DAY OF SEPTEMBER A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplain Javier Maldonado, of Christus Hospice of Central Texas, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon, Hays County resident, made public comments against raising taxes and purchasing lobby furniture for the jail facility. Christine Terrell, San Marcos resident, made public comments, in favor of a Public defender's office. Bonny Krahn made public comments against voting roosters that list voter's addresses and the party of the voter.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Alex Villalobos, Chief of Staff and Emergency Management Coordinator, gave an update regarding equipment, recent evacuations, Texas State University crowd management, and reporting from hospitals. Tammy Crumley, Director of County Wide Operations, gave an update to the Court regarding hospital reporting and CDC guidelines. Mike Jones, Emergency Services Director, spoke to the Court regarding a weekly report of COVID-19 positive cases from Texas State University sent to Hays County. No action was taken.

35575 ADOPT A PROCLAMATION DECLARING SEPTEMBER 2020 AS EMERGENCY PREPAREDNESS MONTH.

Mike Jones, Emergency Services Director, presented to the Court a list of upcoming events such as the third Annual Preparedness Fair that will be held virtually. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a proclamation declaring September 2020 as Emergency Preparedness Month. All present voted "Aye." MOTION PASSED.**

35576 APPROVE PAYMENTS OF COUNTY INVOICES.

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

35577 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.

35578 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 25, 2020.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of August 25, 2020. All present voted "Aye." MOTION PASSED.

35579 APPROVE THE PAYMENT OF THE SEPTEMBER 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $2,970,000.00 EFFECTIVE SEPTEMBER 15, 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 September 15, 2020 payroll disbursements in an amount not to exceed $2,970,000.00 effective September 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35580 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO SINGLE FAMILY RESIDENCES LOCATED AT 1028 WINDMILL ROAD, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for two single family residences located at 1028 Windmill Road, Dripping Springs, Texas 78620.All present voted "Aye." MOTION PASSED.

35581 APPROVE THE RE-APPOINTMENT OF COMMISSIONER LON SHELL AND COMMISSIONER DEBBIE INGALSBE, TO THE GREATER SAN MARCOS PARTNERSHIP (GSMP) BOARD OF DIRECTORS.

Dan Lyon made public comments against any contract between Hays County and Greater San Marcos Partnership, as they are a private organization. Commissioner Smith thanked Commissioner Ingalsbe and Commissioner Shell for their service to the board of directors. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the re-appointment of Commissioner Lon Shell and Commissioner Debbie Ingalsbe, to the Greater San Marcos Partnership (GSMP) Board of Directors. All present voted "Aye." MOTION PASSED.**

35582 AUTHORIZE THE COMMISSIONER PCT. 1 OFFICE TO SUPPORT THE KYLE PARKS AND RECREATION DEPARTMENT FOR CONTINUED DEVELOPMENT OF THE PLUM CREEK TRAIL RELATED TO INTERACTIVE AND INTERPRETIVE SIGNAGE VALUED AT $3,500.

Commissioner Ingalsbe stated she was happy to support the Plum Creek trail system. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Commissioner Pct. 1 Office to support the Kyle Parks and Recreation Department for continued development of the Plum Creek Trail related to interactive and interpretive signage valued at $3,500. All present voted "Aye." MOTION PASSED.**

35583 AUTHORIZE THE BAIL BOND BOARD TO PURCHASE ONE (1) DELL LATITUDE 5400 LAPTOP WITH ACCESSORIES FOR THE BAIL BOND ASSISTANT VALUED AT $1,232.11 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Bail Bond Board to purchase one (1) Dell Latitude 5400 Laptop with accessories for the Bail Bond Assistant valued at $1,232.11 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35584 AUTHORIZE PAYMENT TO VERACITY AVIATION IN THE AMOUNT OF $560.00 AND KING FEED & HARDWARE IN THE AMOUNT OF $782.80 FOR THE FERAL HOG ABATEMENT GRANT PROGRAM IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

Dan Lyon made public comments against the Hog Abatement Grant program. He requested the county have hunters turn in hog tails. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to Veracity Aviation in the amount of $560.00 and King Feed & Hardware in the amount of $782.80 for the Feral Hog Abatement Grant Program in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.**

35585 AUTHORIZE THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE $18,377 REPLACEMENT AND NEW COMPUTER EQUIPMENT FOR VARIOUS DEPARTMENTS AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Information Technology Department to purchase $18,377 replacement and new computer equipment for various departments and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35586 APPROVE UTILITY PERMITS.

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

35587 AMEND THE SHERIFF'S OFFICE OPERATING BUDGET FOR NEEDED VEHICLE REPAIRS IN WHICH $4,103.00 INSURANCE PROCEEDS WERE RECEIVED.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Sheriff's Office operating budget for needed vehicle repairs in which $4,103.00 insurance proceeds were received. All present voted "Aye." MOTION PASSED.

35588 AUTHORIZE PAYMENT FROM THE SHERIFF'S OFFICE TO WIMBERLEY TOWING CO. FOR THREE INVOICES TOTALING $934.80 WHERE NO PURCHASE ORDER WAS IN PLACE AS PER THE COUNTY POLICY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize payment from the Sheriff's Office to Wimberley Towing Co. for three invoices totaling $934.80 where no purchase order was in place as per the County Policy. All present voted "Aye." MOTION PASSED.

35589 AUTHORIZE THE CONSTABLE PCT. 5 OFFICE TO PURCHASE TWO (2) NEW LIDAR-XLR-C STALKER RADARS VALUED AT $4,990 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Constable Pct. 5 Office to purchase two (2) new Lidar-XLR-C Stalker Radars valued at $4,990 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35590 APPROVE THE AMENDMENT OF THE HAYS COUNTY SHERIFF'S OFFICE WRECKER SERVICE AGREEMENT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the amendment of the Hays County Sheriff's office Wrecker Service Agreement. All present voted "Aye." MOTION PASSED.

35591 AUTHORIZE ON-SITE SEWAGE FACILITY FOR A NEW AUTO/BODY SHOP LOCATED AT 1321 HIGH ROAD, KYLE TX 78640.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility for a new Auto/Body shop located at 1321 High Road, Kyle TX 78640. All present voted "Aye." MOTION PASSED.

35592 AUTHORIZE THE CONSTABLE PCT. 1 OFFICE TO PURCHASE ONE (1) NEW SURFACE PRO LAPTOP AND ONE (1) NEW LCRA XG-25-P HANDHELD RADIO TOTAL VALUE AT $4,262.00 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Constable Pct. 1 Office to purchase one (1) new Surface Pro Laptop and one (1) new LCRA XG-25-P Handheld Radio total value at $4,262.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35593 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN MARCOS, HAYS COUNTY, AND LAZY OAKS RANCH, LP IN CONNECTION WITH THE LA CIMA DEVELOPMENT AND THE ADDITION OF APPROXIMATELY 130 ACRES INTO THE AREA COVERED BY THE AGREEMENT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Third Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development and the addition of approximately 130 acres into the area covered by the Agreement. All present voted "Aye." MOTION PASSED.

35594 APPROVE SPECIFICATIONS FOR RFP 2020-P15 TRAFFIC COUNTER INSPECTION AND MAINTENANCE AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

Commissioner Jones noted the traffic counters is how the county gets reimbursed from TXDot. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve specifications for RFP 2020-P15 Traffic Counter Inspection and Maintenance and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.**

35595 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR OFFICE/WAREHOUSE BUILDING SUITE 200 LOCATED AT 14155 HWY 290 WEST, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for Office/warehouse building SUITE 200 located at 14155 Hwy 290 West, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35596 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR OFFICE/WAREHOUSE BUILDING SUITE 300 LOCATED AT 14155 HWY 290 WEST, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for Office/warehouse building SUITE 300 located at 14155 Hwy 290 West, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35597 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND BINKLEY AND BARFIELD, INC. TO PROVIDE UTILITY COORDINATION SERVICES FOR US 290 WEST AT TRAUTWEIN ROAD INTERSECTION PROJECT IN PRECINCT 4 AS PART OF THE ROAD BOND PROGRAM.

Commissioner Smith stated this item will coordinate utilities for the overall structure of the intersection. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Binkley and Barfield, Inc. to provide Utility Coordination services for US 290 West at Trautwein Road Intersection project in Precinct 4 as part of the Road Bond Program. All present voted "Aye." MOTION PASSED.**

35598 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT NO. 1 TO A CONTRACT BETWEEN HAYS COUNTY AND FRANK SURVEYING COMPANY, INC., DBA FSC, INC. FOR THE US 290 WEST AT HENLY LOOP AND MARTIN ROAD PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment No. 1 to a contract between Hays County and Frank Surveying Company, Inc., dba FSC, Inc. for the US 290 West at Henly Loop and Martin Road project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

35599 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT/CONTRACT BETWEEN HAYS COUNTY AND COBB, FENDLEY & ASSOCIATES, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR RM 967 SAFETY IMPROVEMENTS PROJECT IN PRECINCT 2 AS PART OF THE ROAD BOND PROGRAM.

Commissioner Jones noted this project will cover safety improvements, as well as a delay of six to seven months due to environmental impact on the salamanders in the creek. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement/Contract between Hays County and Cobb, Fendley & Associates, Inc. to provide Right-of-Way Acquisition services for RM 967 Safety Improvements project in Precinct 2 as part of the Road Bond Program. All present voted "Aye." MOTION PASSED.**

35600 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SUPPLEMENTAL #5 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND JOHNSON, MIRMIRAN, AND THOMPSON, INC. (JMT) FOR FM 110 (SH80 TO FM621) MIDDLE AS PART OF THE HAYS COUNTY/TXDOT PARTNERSHIP PROGRAM.

Commissioner Ingalsbe noted this is the final step to address the mitigation requirements in the assessment due to mussels that were located. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Supplemental #5 to the Professional Services Agreement (PSA) between Hays County and Johnson, Mirmiran, and Thompson, Inc. (JMT) for FM 110 (SH80 to FM621) Middle as part of the Hays County/TxDOT Partnership Program. All present voted "Aye." MOTION PASSED.**

35601 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT/CONTRACT BETWEEN HAYS COUNTY AND BINKLEY AND BARFIELD, INC. TO PROVIDE UTILITY COORDINATION SERVICES FOR RM 12 AT RM 3237 INTERSECTION IMPROVEMENTS PROJECT IN PRECINCT 3 AS PART OF THE ROAD BOND PROGRAM.

Commissioner Shell stated this company was selected through an RFQ process. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement/Contract between Hays County and Binkley and Barfield, Inc. to provide Utility Coordination services for RM 12 at RM 3237 Intersection Improvements project in Precinct 3 as part of the Road Bond Program. All present voted "Aye." MOTION PASSED.**

35602 CALL FOR A PUBLIC HEARING ON SEPTEMBER 22ND, 2020 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOTS 11 & 12, HURLBUT RANCH EAST SUBDIVISION; PLN-1466-PC.

Caitlyn Strickland, Director of Development Services, stated there are no variances on this lot. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a public hearing on September 22nd, 2020 to discuss final plat approval of the Replat of Lots 11 & 12, Hurlbut Ranch East Subdivision; PLN-1466-PC.All present voted "Aye." MOTION PASSED.**

35603 ESTABLISH FIVE (5) TEMPORARY ELECTION WORKERS FOR A THREE-WEEK PERIOD EFFECTIVE SEPTEMBER 16, 2020 TO ASSIST WITH BALLOT BY MAIL REQUESTS UTILIZING THE CARES HAVA FUNDING.

Jennifer Anderson, Elections Administrator, noted these positions are covered by the Help America Vote Act. The temporary positions will help fold ballots, and fill envelopes. Commissioner Ingalsbe asked Jennifer Anderson about her plan for a drop off point at the Hays County Government Center. Jennifer Anderson, stated her office is working with Tammy Crumley, Director of County Wide Operations, to have the doors open for the main polling location in the building, as well as designated parking spaces, so that people are able to drop off their ballots quickly and easily. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to establish Five (5) Temporary Election Workers for a three-week period effective September 16, 2020 to assist with Ballot by Mail requests utilizing the CARES HAVA Funding. All present voted "Aye." MOTION PASSED.**

35604 ADOPT AN ORDER AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF "HAYS COUNTY, TEXAS LIMITED TAX REFUNDING BONDS"; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN COUNTY OFFICIALS AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATED TO THE SALE OF THE BONDS; AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT.

Dan White Miller, Specialized Public Financial Adviser for the County, presented to the Court regarding the process to obtain lowered interest rate bonds. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt an order authorizing the issuance of one or more series of "Hays County, Texas Limited Tax Refunding Bonds"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Bonds; delegating authority to certain County officials and County staff to execute certain documents related to the sale of the Bonds; and authorizing the execution of an Escrow Agreement and a Paying Agent/Registrar Agreement. All present voted "Aye." MOTION PASSED.**

35605 AWARD RFP 2020-P08 ELECTION FORM PRINTING SERVICES TO AMG PRINTING AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to award RFP 2020-P08 Election Form Printing Services to AMG Printing and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

35606 AWARD RFP 2020-P12 CUSTOMER MANAGEMENT QUEUING SYSTEM TO NEMO-Q AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

Britney Richey, County Treasurer, spoke to the court regarding the queueing system that would allow a text message to be sent to the person when their place in line is ready. This would help with social distancing. Commissioner Ingalsbe verified this item is funded by the Cares Act. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to award RFP 2020-P12 Customer Management Queuing System to NEMO-Q and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

35607 AUTHORIZE HUMAN RESOURCES TO PROCURE A CREDIT CARD IN AN AMOUNT NOT TO EXCEED $3,500.00 FROM THE COUNTY DEPOSITORY BANK.

Shari Miller, Human Resources Director, stated to the court that this credit card will allow her office to make purchases that do not fall under an emergency expense. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Human Resources to procure a credit card in an amount not to exceed $3,500.00 from the County depository bank. All present voted "Aye." MOTION PASSED.**

35608 ADOPT THE FY 2021 COUNTY HOLIDAY CALENDAR.

Commissioner Ingalsbe noted this calendar is always open for changes. She stated the dates are being released early, so that the Courts are able to schedule dockets with ample time. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt the FY 2021 County Holiday Calendar. All present voted "Aye." MOTION PASSED.**

35609 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LARRY J FOSTER, TEXAS PROFESSIONAL INSPECTOR #3 TO PROVIDE TEXAS REAL ESTATE COMMISSION (TREC) INSPECTIONS FOR THE HUD FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RELIEF (CDBG-DR) HOUSING PROGRAM.

Commissioner Jones stated this item is for the block grant to add oversight. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Larry J Foster, Texas Professional Inspector #3 to provide Texas Real Estate Commission (TREC) Inspections for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program. All present voted "Aye." MOTION PASSED.**

35610 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE CONTRACT BETWEEN HAYS COUNTY AND LANGFORD COMMUNITY MANAGEMENT SERVICES, LLC. FOR RFP 2020-P14 CDBG MITIGATION FUNDING.

Commissioner Shell stated this company was selected two weeks ago. This is the contract for court approval. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute the contract between Hays County and Langford Community Management Services, LLC. for RFP 2020-P14 CDBG Mitigation Funding. All present voted "Aye." MOTION PASSED.**

DISCUSSION AND POSSIBLE ACTION TO DISCUSS CONSTITUENTS' CONCERN ABOUT ELECTIONS REQUIREMENTS.

Elaine H. Cárdenas, County Clerk, read aloud the following public comments that were emailed to the court. Jonathan Steinberg made public comments regarding discussion of constituent's concern about elections requirements. Sam Brannon made public comments regarding his election's complaint against the Hays County Elections office filed with the Elections Division at the Secretary of the State's office. Elaine H. Cárdenas, County Clerk spoke to the court regarding her discussion with Sam Brannon and her understanding of his concerns with the Elections office. Jennifer Anderson, Elections Administrator, stated she has previously given information to Sam Brannon as requested, and referred his Public Information request to the Office of General Counsel. Discussion was had among the Court and Jennifer Anderson, Elections Administrator, to incorporate more documentation and procedures for voting transparency. Elaine H. Cárdenas, County Clerk, read aloud the following public comments that were emailed to the court. Patricia Alba made public comments requesting drive thru areas for the delivery of mail-in ballots. Ann Jensen made public comments requesting mail-in ballot drop boxes for voters. Margo Case made public comment requesting a drive through drop off for mail-in ballots. Linda Nichols made a public comment requesting a drive through drop off for mail-in ballots. Jonathan Grant made a public comment requesting a drive through drop off for mail-in ballots. Eileen Sudela made a public comment requesting a drive through drop off for mail-in ballots. No action was taken.

1:00p.m. - Hold a public hearing on the FY 2021 proposed tax increase.

Judge Becerra opened the public hearing. Elaine H. Cárdenas, County Clerk, read aloud the following public comment that was emailed to the court. Victoria Chips made public comment against the proposed tax increase. Vickie Dorsett, Auditor's Office, presented to the Court a handout of the Itemized Tax Rate. Judge Becerra announced a budget hearing is set for September 22, 2020 at 1:00PM in the historic courthouse. Dean Blackmore made public comments regarding clarification on the tax increase. John Love made public comments regarding clarification on the tax increase.

Clerk's Note: Executive Session began at 11:19 a.m. and resumed back into open court at 1:05 p.m.

35611 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNTY TREASURER REGARDING PAYROLL TAX DEFERRAL IRS NOTICE 2020-65 AS AMENDED UNDER SECTION 7508A OF THE INTERNAL REVENUE CODE AND CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS WITHIN THE COUNTY. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe that Hays County not participate in the payroll reduction program. 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.

No action was taken.

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 DEVELOPMENT SERVICES DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING THE PARKS AND OPEN SPACE BOND PROPOSITION ON THE NOVEMBER 3, 2020 BALLOT; AND CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY REGARDING PARKS AND OPEN SPACE WITHIN HAYS COUNTY. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

Clerk's Note Agenda Item #44 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 $52,617.00 for the week of August 30 – September 5, 2020. The number of outsourced male inmates was 156 and female inmates were 4. The number of arrest made by agency are as follows; Buda Police Department - 8, Department of Public Safety – 4, Hays County Sheriff's Department – 49, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 16, San Marcos Police Department - 25, Texas State Police Department – 2. No action taken.

Clerk's Note Agenda Item #46 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY CENSUS PROGRAM INCLUDING UPDATES FROM JESSICA MEJIA.* **– WAS PULLED.**

Clerk's Note Agenda Item #47 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 #48 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 1:25 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 September 8, 2020.

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

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

ON THIS THE 15th DAY OF SEPTEMBER A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Jeff Latham, San Marcos Westover Baptist Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon made public comment regarding disbursements and taxes. Kelly Puryear made public comment regarding law enforcement support. Brittany Castano made public comment regarding the Texas Department of Criminal Justice releasing victims' personal information. Larry Rayos made public comment in support of the Elections Administrator. Sheila Wray made public comments for the law enforcement offices and funding. Mike Lee made public comment in favor of funding law enforcement. Rolando Saucedo made public comment regarding elections. Sylvia Ybarra made public comment for Hays County law enforcement. Elaine H. Cárdenas, County Clerk, read aloud the following public comments that were emailed to the court. Linda Kaufmann made public comment regarding accessible polling locations. Robert Smith made public comments regarding reducing the spread of COVID-19 during elections.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Alex Villalobos, Chief of Staff and Emergency Management Coordinator, gave an update regarding Governor Abbott's deployed test kits. Tammy Crumley, Director of County Wide Operations, gave an update to the Court regarding Texas State University's COVID-19 case count. Mike Jones, Emergency Services Director, spoke to the Court; he noted they would have more data from Texas State University to report on Wednesday or Thursday. No action was taken.

Clerk's Note: Judge Becerra called for a break that began at 11:45 a.m. and resumed back into open court at 11:52 a.m.

35612 APPROVE PAYMENTS OF COUNTY INVOICES.

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

35613 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

35614 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR AN APARTMENT BUILDING AND A 3-BEDROOM CABIN LOCATED AT 956 HART LN, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for an apartment building and a 3-bedroom cabin located at 956 Hart Ln, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

35615 AUTHORIZE BUILDING MAINTENANCE TO UTILIZE DONATED FUNDS FOR THE REMODEL OF THE HAYS COUNTY CHILD PROTECTIVE BOARD (HCCPB) RAINBOW ROOM LOCATED ON BROADWAY STREET IN SAN MARCOS AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize Building Maintenance to utilize donated funds for the remodel of the Hays County Child Protective Board (HCCPB) Rainbow Room located on Broadway Street in San Marcos and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35616 APPROVE UTILITY PERMITS.

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

35617 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A $59,589.82 PROPOSAL WITH THE MOVE TEAM FOR MOVING SERVICES FOR VARIOUS SHERIFF, DISPATCH AND EMERGENCY SERVICES OFFICES RELOCATING TO THE NEW PUBLIC SAFETY BUILDING AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon made public comment against this item. Commissioner Ingalsbe noted there are items that employees would need help moving. Marisol Villarreal-Alonzo, Auditor noted this item went through the bi-board process. Commissioner Smith noted some of the items would need to be secured. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a $59,589.82 Proposal with The Move Team for moving services for various Sheriff, Dispatch and Emergency Services offices relocating to the new Public Safety Building and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35618 AUTHORIZE THE HAYS COUNTY OFFICE OF GENERAL COUNSEL TO SUBMIT A LETTER OF TERMINATION TO FIRST RESPONSE SOLUTIONS, LLC PURSUANT TO THE AGREEMENT OF SERVICES BETWEEN HAYS COUNTY AND FIRST RESPONSE SOLUTIONS, LLC IN RELATION TO THE MANAGEMENT OF HAZARDOUS MATERIAL.

Commissioner Shell stated this agreement is no longer needed. He stated Mike Jones, Emergency Services Director, has found a more efficient way of management. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the Hays County Office of General Counsel to submit a letter of termination to First Response Solutions, LLC pursuant to the Agreement of Services between Hays County and First Response Solutions, LLC in relation to the management of hazardous material. All present voted "Aye." MOTION PASSED.**

35619 AUTHORIZE THE COUNTY JUDGE TO EXECUTE INTERLOCAL COOPERATION AGREEMENTS BETWEEN HAYS COUNTY AND BURNET COUNTY FOR JAIL SERVICES AND BETWEEN HAYS COUNTY AND CALDWELL COUNTY FOR JAIL SERVICES RELATED TO THE HOUSING AND CARE OF HAYS COUNTY INMATES.

Dan Lyon made a public comment against this item. Commissioner Smith provided an explanation of cost differences for outsourcing. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute Interlocal Cooperation Agreements between Hays County and Burnet County for Jail Services and between Hays County and Caldwell County for Jail Services related to the housing and care of Hays County inmates. All present voted "Aye." MOTION PASSED.**

35620 AUTHORIZE COUNTYWIDE OPERATIONS TO RENEW THE ANNUAL COMMERCIAL GENERAL LIABILITY AND EXCESS LIABILITY INSURANCE RELATED TO THE GAY RUBY DAHLSTROM NATURE PRESERVE IN THE AMOUNT OF $7,667.11.

Dan Lyon made a public comment regarding expenses. Commissioner Jones noted this insurance is part of the contract the county holds due to public access. Mark Kennedy, General Counsel, noted this is part of the lease agreement. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of $7,667.11. All present voted "Aye." MOTION PASSED.**

35621 AUTHORIZE PAYMENT TO ENTERPRISE FM TRUST FOR THE CONSTABLE PCT. 3 OFFICE RELATED TO VEHICLE EQUIPMENT AND INSTALLATION IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

Commissioner Shell noted this equipment was for a law enforcement vehicle. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize payment to Enterprise FM Trust for the Constable Pct. 3 Office related to Vehicle Equipment and Installation in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.**

35622 RATIFY THE EXECUTION OF AN EQUIPMENT RENTAL AGREEMENT WITH CLIFFORD POWER SYSTEMS FOR THE JUVENILE DETENTION CENTER RELATED TO A 300KVA GENERATOR RENTAL AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to ratify the execution of an Equipment Rental Agreement with Clifford Power Systems for the Juvenile Detention Center related to a 300kVA Generator rental and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35623 APPROVE JOINT ELECTION AGREEMENTS FOR JURISDICTIONS CONTRACTING WITH HAYS COUNTY ELECTIONS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION.

Commissioner Jones wanted to point out that there are 14 different jurisdictions that the county elections office will be responsible for running. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Joint Election Agreements for jurisdictions contracting with Hays County Elections for the November 3, 2020 General Election. All present voted "Aye." MOTION PASSED.**

35624 APPROVE THE SELECTION OF GARVER ENGINEERING FOR DRAINAGE, ROADWAY ALIGNMENT, AND ENVIRONMENTAL STUDIES AND RECOMMENDATIONS AT SENTINEL PEAK PRESERVE AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.

Commissioner Shell stated this study would allow the county to get started on investigating how to get public access through the remainder of the branch. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the selection of Garver Engineering for drainage, roadway alignment, and environmental studies and recommendations at Sentinel Peak Preserve and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

35625 ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF $1,028,339.75 FOR TRAILS AT WINDY HILL, PHASE TWO SUBDIVISION (BOND # 41420699).

Commissioner Jones noted there is staff approval for this item. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe accept fiscal surety for the construction of street and drainage improvements in the amount of $1,028,339.75 for Trails at Windy Hill, Phase Two Subdivision (Bond # 41420699). All present voted "Aye." MOTION PASSED.**

35626 AWARD CONTRACT FOR IFB 2020-B14 LIME KILN ROAD IMPROVEMENTS TO CAPITAL EXCAVATION, CO.

Commissioner Smith stated he is excited to get this process started and completed. Commissioner Shell stated the bids were very competitive for this project. Commissioner Jones stated he is confident with the company that has this bid. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to award contract for IFB 2020-B14 Lime Kiln Road Improvements to Capital Excavation, Co. All present voted "Aye." MOTION PASSED.**

35627 CONTINUATION OF THE LOCAL DISASTER DECLARATION ORIGINALLY PROCLAIMED BY THE COUNTY JUDGE ON OR ABOUT MARCH 15, 2020, CONTINUED BY RESOLUTION OF COMMISSIONERS COURT ON MARCH 16, 2020 AND EXTENDED BY THE COURT ON JULY 14, 2020.

Judge Becerra stated he is continuing his order for consistency throughout the county. Mark Kennedy, General Counsel, stated this item is for the qualification of funding. **A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020.All present voted "Aye." MOTION PASSED.**

35628 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE REGARDING FUNDING TOWARDS THE EMERGENCY CASH ASSISTANCE PROGRAM (ECAP).

Commissioner Jones thanked the City of Kyle for their contribution. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Funding Agreement between Hays County and the City of Kyle regarding funding towards the Emergency Cash Assistance Program (ECAP). All present voted "Aye." MOTION PASSED.**

35629 AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HAYS COUNTY AND MILLIMAN, INC. FOR ACTUARIAL SERVICES RELATED TO RETIREE DRUG SUBSIDY.

Shari Miller, Director of Human Resources stated this is the County's annual review of the retirees' insurance program. This ensures the programs are credible. This also qualifies the county for rebates. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. All present voted "Aye." MOTION PASSED.**

35630 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FIRST AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT WITH WELLPATH, LLC FOR THE JUVENILE DETENTION FACILITY AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(4).

Commissioner Ingalsbe stated this is an extension of the agreement. Burlon Parsons, Juvenile Detention, stated this item is for an increase from 3% to 4%. Vickie Dorsett, Auditor's office, stated per the contract between the county and Wellpath, LLC, the company can make that increase. Burlon Parsons, Juvenile Detention, stated Wellpath, LLC has provided good service during the pandemic. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a First Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.**

35631 ADOPT A RESOLUTION RELATED TO THE CREATION OF A HAYS COUNTY ONION CREEK WATERSHED TECHNICAL GROUP.

Commissioner Jones stated this item gives the county a technical group that will advise with Travis County. Caitlyn Strickland, Director of Development Services, stated this watershed expands over 110,000 acres across the county. This group will help to incorporate cohesiveness throughout the area. Commissioner Smith noted he is in support of this group. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a Resolution related to the creation of a Hays County Onion Creek Watershed Technical Group. All present voted "Aye." MOTION PASSED.**

DISCUSSION WITH POSSIBLE ACTION TO FUND A TEMPORARY POSITION TO AID ELECTIONS ADMINISTRATION WITH OVERALL 2020 ELECTION.

Sam Brannon made a public comment regarding accountability in the Elections office. Judge Becerra spoke about hiring an employee to help with oversight in the Elections office. Sam Brannon was called up by the court to speak more about his open records request for elections and his findings. The Court discussed with Sam Brannon and Jennifer Anderson, Elections Administrator, about the processes and procedures in place for the upcoming election. Jennifer Anderson, Elections Administrator, spoke to the court about her office procedures during elections and the processes for reporting the election results to the State. The court discussed plans to

get more details about the role of the proposed temporary position. This item will be brought back to court September 22, 2020 under the budget workshop. No action was taken.

35632 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND INDEPENDENCE TITLE TO PROVIDE CLOSING SERVICES FOR THE HUD FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RELIEF (CDBG-DR) HOUSING PROGRAM.

Tammy Crumley, County Wide Operations Director, stated the county needs a title company to draw up closing documents for these properties. Mark Kennedy, General Counsel, explained why only one company may have submitted a bid. Vickie Dorsett, Auditors Office, stated this was an informal request. Marisol Villarreal-Alonzo, County Auditor, spoke on this item. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Independence Title to provide closing services for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 12:45 p.m. and resumed back into open court at 2:30 p.m.

EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN HAYS COUNTY AND THE HAYS COUNTY LAW ENFORCEMENT ASSOCIATION (HCLEA); AND CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS SUBJECT TO SAID COLLECTIVE BARGAINING AGREEMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

35633 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING THE PARKS AND OPEN SPACE BOND PROPOSITION ON THE NOVEMBER 3, 2020 BALLOT; AND CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY REGARDING PARKS AND OPEN SPACE WITHIN HAYS COUNTY. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Hays County Public Information Officer to purchase items and services related to the establishment of Hays County 2020 Parks Bond website and other information – providing resources, not to exceed $2,500.00 to be taken from County Wide Contingency. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #27 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 $55,277.00 for the week of September 6 – September 12, 2020. The number of outsourced males was 154 inmates and females were 4 inmates. The number of arrest made by agency are as follows; Buda Police Department - 2, Department of Public Safety – 4, Hays County Sheriff's Department – 37, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle

Police Department – 16, San Marcos Police Department - 20 , Texas State Police Department – 21. No action taken.

Clerk's Note Agenda Item #29 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY CENSUS PROGRAM INCLUDING UPDATES FROM JESSICA MEJIA.* **– WAS PULLED.**

Clerk's Note Agenda Item #30 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 #31 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 2:44 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 September 15, 2020.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division for Prevention and Preparedness Response for COVID-19 in the amount of $293,426 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 2020	N/A

LINE ITEM NUMBER

001-618-99-

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Gary Cutler	BECERRA	N/A

SUMMARY

The Commissioners' Court authorized the submittal of this grant application on June 2, 2020. These funds will be utilized to prevent, prepare & respond to COVID-19. In addition, funds will be used to purchase necessary supplies and personal protective equipment for the correctional facility and staff. There is no cash requirement.

Grant Number: 4159301
Grant Period: 6/1/2020 - 5/31/2021

Budget Amendment:
Increase Intergovernmental Revenue .4301 - ($293,426)
Increase General Supplies .5201 - $7,400
Increase Janitorial Supplies .5208 - $24,225
Increase PPE Supplies .5225 - $114,249
Increase Medical and Safety Supplies .5231 - $4,450
Increase Miscellaneous Equipment Operating Expense .5719_400 - $35,272
Increase Miscellaneous Equipment Capital Outlay .5719_700 - $107,830

Attachments:
Prevention and Preparedness for COVID-19 Statement of Grant Award
Prevention and Preparedness for COVID-19 Budget Detail

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4159301	**Award Amount:**	$293,426.00
Date Awarded:	9/16/2020	**Grantee Cash Match:**	$0.00
Grant Period:	06/01/2020 - 05/31/2021	**Grantee In Kind Match:**	$0.00
Liquidation Date:	08/29/2021	**Total Project Cost:**	$293,426.00
Program Fund:	CV-Coronavirus Emergency Supplemental Funding Program		
Grantee Name:	Hays County		
Project Title:	Prevention and Preparedness for COVID-19		
Grant Manager:	Jan Adkins		
DUNS Number:	097494884		

CFDA:	16.034 - Coronavirus Emergency Supplemental Funding Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Program, Bureau of Justice Assistance
Federal Award Date:	4/7/2020
Federal/State Award ID Number:	2020-VD-BX-0002
Total Federal Award/State	$41,975,871.00

Funds Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

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 grant contract amendment with Texas Indigent Defense Commission (TIDC) to extend the term of the Regional Padilla Compliance Pilot Project grant to March 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	N/A

LINE ITEM NUMBER

001-899-99-124]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY	SHELL	INGALSBE

SUMMARY

On September 24, 2019 the Commissioners' Court authorized the execution of a grant contract with TIDC in the amount of $342,720. These funds provide technical support to criminal defense attorneys in Hays County and across the 3rd Administrative Judicial Region for constitutionally required Padilla assistance. The original project period was from October 1, 2019 through September 30, 2020; this amendment extends the period through March 31, 2022.

No matching funds are required. The budget will be adjusted during the FY2021 budget process. Acceptance of this grant award will be done via email on or before September 30, 2020.

Grant Number: 19-TS-105
Program Title: Regional Padilla Compliance Pilot Project
Grant Period: 10/1/2019 - 3/31/2022

Attachment: Modified Statement of Grant Award FY2020 Technical Support Grant

TEXAS INDIGENT DEFENSE COMMISSION

Modified Statement of Grant Award FY2020 Technical Support Grant

Grant Number: **19-TS-105**
Grantee Name: Hays County
Program Title: Regional *Padilla* Compliance Pilot Project
Grant Period: 10/1/2019-~~9/30/2020~~ **3/31/2022**
Grant Award: **$342,720**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by September 30,2020. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel - Salaries (FTEs: 0)	
2) Fringe Benefits	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	$326,400
7) Indirect Costs	$16,320
Total Proposed Costs	$342,720
Less County Match	0
Total Amount Funded by Commission	**$342,720**

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2019, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2019.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below.

_____

Signature of Authorized Official

_____

Name & Title

_____

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget in the Statement of Grant Award is based on costs for a full 12-month period. If the County has a delayed start, the County may request an extension of the grant term to allow access to the full 12 months of funding.

- The county must develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program. The plan of operations is due with the 1st quarterly progress report.

- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than $10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.

- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.

- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Approved Grant Modification Request and Original Grant application below

August 26, 2020

County Judge Ruben Becerra
DIRECTOR

Texas Indigent Defense Commission
c/o Edwin Colfax
Via E-mail: EColfax@tidc.texas.gov

Re: Request to Extend and Modify Technical Support Grant

Dear Judge Keller and members of the Texas Indigent Defense Commission:

I write to request an extension of and modification to the FY2020 Technical Support Grant #19-TS-105 for the Regional *Padilla* Compliance Pilot Project. The grant period is set to expire on 30 September 2020.

Hays County requests to extend the grant for an additional 18 months and to modify the terms to include additional counties beyond the 3rd Administrative Judicial Region. Excluded counties would include: the ten most populous counties; counties with existing in-house Padilla resources for indigent clients; counties with public defender offices with size/demographics sufficient to warrant an in-house resource; and TRLA-contracted counties.[1]

This expansion and extension can be accommodated with existing funds carried over from the prior award.

We have been pleased to offer this remote tool for *Padilla* compliance to defense attorneys representing indigent defendants this year, and we look forward to expanding it to more areas of the state going forward.

Respectfully,

Ruben Becerra
Hays County Judge

[1] Counties excluded from the expansion: Harris; Dallas; Tarrant; Bexar; Travis; Collin; Denton; Hidalgo; El Paso; Fort Bend; Bee; Live Oak; McMullen; Refugio; Willacy.

Phone: 512.393.2205 • E-mail: Judge.Becerra@co.hays.tx.us
111 E. San Antonio St., Suite 300 • San Marcos, Texas 78666

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Technical Support Application Form

County Requesting Support:			Date of Request:
Hays			August 2019
Address:	**Contact Information**		
712 S. Stagecoach Trl.	Name:	Ruben Becerra	
Suite 1094	Title:	Hays County Judge	
San Marcos, TX.	E-mail:	judge.becerra@co.hays.tx.us	
78666	Phone:	512-393-2205	
	Fax:		

Project Name:	Time Period:
Remote Padilla Consultation Project	September 2019-August 2020

Brief Description:

This is a pilot program to help ensure compliance with *Padilla v. Kentucky*. With its administrative home in Hays County, the pilot would begin in the 3rd Administrative Judicial Region and, if successful, may eventually connect criminal defense attorneys with *Padilla* attorneys statewide.

Issue to Be Addressed:

Under *Padilla v. Kentucky*, 559 U.S. 356 (2010), criminal defense attorneys are required to provide defendants individualized counsel regarding the immigration consequences of conviction. Nearly a decade since the decision, *Padilla* compliance is low, and Texas attorneys often risk ineffectiveness. While TIDC has funded *Padilla* attorneys in a handful of Texas counties, approximately 200 counties – including Hays and many in the 3rd AJR – have no way to regularly ensure that their defense attorneys meet their *Padilla* obligation. This project will pilot a solution for counties lacking an in-house *Padilla* attorney. Particular attention will be paid to improving compliance in rural areas and in private appointment systems which continue to provide representation in over 80% of cases involving indigent defendants in Texas.

In Hays County, of the roughly 1890 criminal cases involving indigent defendants in 2018, an estimated 5-6% or roughly 108 were entitled to a *Padilla* consultation. Across the 3rd AJR, some 2000 cases per year will require one. And statewide, of roughly 415,000 criminal cases involving indigent defendants per year, an estimated 11% or 46,000 required *Padilla* advice.

Proposed Project to Address Problem:

The goal of the project is to provide additional capacity in Hays County and across the 3rd Administrative Judicial Region for constitutionally required *Padilla* assistance to criminal defense attorneys.

myPadilla, a Texas nonprofit[1], provides remote written *Padilla* advisals to Texas attorneys through an online platform. The tool—available at my*Padilla*.com—allows defense attorneys to:

(1) Interview clients;
(2) Submit secure intake forms; and
(3) Receive written advisals with individualized *Padilla* advice.

Attorneys working with myPadilla review intake forms, follow up with defense attorneys as necessary, and submit secure written advice. (Note: advice from myPadilla is limited to *Padilla* advice and does not include immigration representation.)

The project will also include CLE for criminal defense attorneys regarding *Padilla* compliance and use of the tool.

As a result of the pilot project, criminal defense attorneys who previously lacked a resource for complying with *Padilla* will be able to more efficiently and effectively serve their clients, and indigent defendants in underserved areas of Texas will see their Sixth Amendment rights upheld. Success metrics will involve numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service.

myPadilla has conducted a "pre-pilot" phase to test the service. Defense attorneys in several counties across Texas, including Brewster, Hudspeth, Collin, Lubbock, Hidalgo, Laredo, and Travis, used or reviewed the tool and provided feedback regarding their *Padilla* compliance needs.

As mentioned previously, the project will also capitalize on existing investments in immigration resources at the Dallas County Public Defender program, the Capital Area Private Defender Service, and the Webb County Public Defender Office, by extending to other parts of the state the learnings from those offices.

Specific Assistance Needed from the Task Force:

The County seeks $342,720 in funding to compensate remote *Padilla* attorneys for providing expert assistance to defense attorneys beginning in Hays and neighboring counties and expanding outward throughout the 3rd AJR.

At an hourly rate of $150, this grant will help facilitate *Padilla* consultations in nearly 1000 cases; malpractice and related insurance; training and outreach for defense attorneys in participating counties; and software maintenance. This total also includes a 5% administrative and overhead fee to Hays County.

[1] Fiscally sponsored by FJC, a 501(c)(3).

Because demand for the service is estimated and will depend, in part, on attorneys having been trained and onboarded, the funding sought is for *up to* ~1948 attorney hours / ~974 cases, and actual reimbursement to *Padilla* attorneys will depend on utilization.

The project is otherwise supported during the pilot period by:
(1) an anonymous funder ($87,000)
(2) Harvard Law Public Service Venture Fund ($80,000)
(3) Skadden Flom Incubator Grant ($10,000)

Summary Report

We will produce a report at the conclusion of the pilot summarizing success metrics (numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service) and documenting successes, challenges, and recommendations for future service expansion of *Padilla* services across the state.

Additional Documentation if Applicable (describe here and attach to this Application)

Budget

_____ County requests the above Technical Support from the Texas Indigent Defense Commission (Commission). We understand that:

1. The above requested technical support is subject to approval by the Commission.

2. This application does not constitute an agreement until approved and accepted by all parties.

3. Commission reimbursement will only be made for expenses incurred during the period indicated in this request but in no case may it be for expenses prior to the beginning of this agreement or after the end date agreed in writing with the Commission.

4. The county may not obligate Commission funds or staff without a specific written agreement.

5. Disbursement of funds is always subject to the availability of funds.

Signature

7-30-2019
Date

Ruben Becerra
Printed Name

Hays County Judge
Title

EXPENSES under TIDC grant	09/2019-08/2020
Remote *Padilla* attorneys: Payments to contract attorneys and/or in-house Padilla attorneys (ceiling; subject to demand)	297200
Insurance: malpractice insurance for laywers	1,200
Software: Tech maintenance costs for platform, hosting, database, file storage, etc.	15000
Training & outreach for criminal defense attorneys	7000
Insurance required of myPadilla by Hays County	6000
Hays County overhead & admin costs @5%	16320
TIDC Tech Support Grant requested	**342,720**

Timeline for Reporting and Fund Distribution

Reports will be submitted via the TIDC Grant and Plan Management website at https://tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2019 through December 2019	Grant Expenditure Report Progress report	January 15, 2020	February 2020
January 2020 through March 2020	Grant Expenditure Report Progress report	April 15, 2020	May 2020
April 2020 through June 2020	Grant Expenditure Report Progress report	July 15, 2020	August 2020
July 2020 through September 2020	Grant Expenditure Report Progress Report	October 15, 2020	December 2020
October 2020 through December 2020	**Grant Expenditure Report Progress report**	**January 15, 2021**	**February 2021**
January 2021 through March 2021	**Grant Expenditure Report Progress report**	**April 15, 2021**	**May 2021**
April 2021 through June 2021	**Grant Expenditure Report Progress report**	**July 15, 2021**	**August 2021**
July 2021 through September 2021	**Grant Expenditure Report Progress Report**	**October 15, 2021**	**December 2021**
October 2021 through December 2021	**Grant Expenditure Report Progress report**	**January 15, 2022**	**February 2022**
January 2022 through March 2022	**Grant Expenditure Report Progress report**	**April 15, 2022**	**May 2022**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the appointment of Karen Housewright to the Hays County Child Protective Board, term ending December 31.2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

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

Karen Housewright has agreed to serve on the board.

Attached: Letter and Resume

Hays County Child Protective Board

September 14th, 2020

Dear County Commissioner's,

Please consider the appointment of Karen Housewright to the Hays County Child Protective Board for 2020-2022 term. Her application and background has been approved by DFPS.

Please see attached professional resume.

Thank you for your consideration.

Sincerely,

Samantha Tuzo, Vice Chair

Karen Housewright

[redacted], San Marcos TX 78666
[redacted]

Skills:

- Highly effective communication
- Relationship building
- Staff, volunteer and board development
- Community engagement
- Multi-tasking in a high pressure environment
- Grant writing and management

Education: Texas Christian University
Bachelor of Business Administration

- Overseas studies in junior year
- Minor degree in French

Experience: Mothers Against Drunk Driving

Director, Field Operations November 2010 – June 2020

- Engage, partner and consult with state and local staff and volunteers to build program and service capacity
- Ensure maintenance of agency-wide policies, standards and guidelines across a geographically and culturally diverse region
- Develop, implement, train and sustain advisory boards
- Write and manage government and foundation grants
- Assist local leadership in development of strategic plans
- Develop, implement, manage and maintain balanced budgets within area of responsibility
- Manage staff and volunteers to peak performance

Texas State Executive Director, June 1988 – November 2010

- Strategic planning, donor development, fundraising, grassroots organization, public policy coordination, financial management and volunteer recruitment and management across Texas
- Ensuring maintenance of agency-wide guidelines and standards within Texas
- Coordination and oversight of the activities of MADD office statewide
- Implementation and tracking of statewide projects aimed at reducing traffic fatalities and preventing underage drinking
- Consultation and training of state and local Advisory Boards
- Staff management, including hiring, evaluating, mentoring and firing
- Grant writing, fund development
- Budget development and oversight of $5 million budget

Bell County (Texas) DWI Task Force
Coordinator, September 1985-June 1988

- Community networking, capacity building, board engagement

Morgan Stanley Asset Management (NYC)
Assistant to Marketing Director
June 1983 – August 1985

- Maintained regular contact with pension fund consultants
- Supported sales effort on ongoing basis

Awards and Affiliations:

- MADD National Employee of the Year, 2010
- Certified Fund-Raising Executive, 2010
- Appointed by Gov. George Bush to chair Governor's Task Force Against Driving While Intoxicated (1996-1998)
- Advisory Board, Texas Office for Prevention of Developmental Disabilities
- Board Member, Texas Alcohol Traffic Safety Education Association
- Advisory Council, Texas Board of Pardons and Paroles
- Past Chairperson, Finance Committee, Westoak Woods Church, Austin
- Past Chairperson, Personnel Committee, Westoak Woods Church, Austin
- Member and Officer, Capitol City Toastmasters, Austin

REFERENCES FURNISHED UPON REQUEST

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 Amendment No. 2 to the General Land Office (GLO) Contract No. 18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Projects Non-Research & Development 2015 Flood Allocation.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY	BECERRA	N/A

SUMMARY

Amendment No. 2 to the GLO Contract No. 18-501-000-B226 addresses a contract extension. The contract now ends September 22, 2021.

DocuSign Envelope ID: 1ACF525D-71C6-4220-A689-5E99ED9D8B0D

AMENDMENT NO. 2 TO
GLO CONTRACT NO. 18-501-000-B226

THE GENERAL LAND OFFICE (the "GLO") and **HAYS COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 18-501-000-B226 (the "Contract"), desire to amend the Contract.

WHEREAS, the Parties desire to replace Subrecipient's DUNS Number with its Texas Identification Number (TIN); and

WHEREAS, the Parties desire to extend the term of the Contract; and

WHEREAS, the Parties desire to revise or replace certain language in the Contract to correct certain administrative errors, add or update required language, and reflect the addition of the GLO Information Security Appendix for Subrecipients and Public Law 113-2 Contract Reporting Template; and

WHEREAS, the Parties desire to revise the Performance Statement, Federal Assurances and Certifications, General Affirmations, and the Monthly Activity Status Report to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties agree as follows:

1. Subrecipient's DUNS Number **097494884** is deleted from the Contract and replaced with the Texas Identification Number (TIN) **17460022415**.

2. **ATTACHMENT A-1** to the Contract, **Performance Statements, Budget, and Benchmarks for Infrastructure Projects**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-2**.

3. **ATTACHMENT B-1** to the Contract, **Federal Assurances and Certifications**, is deleted in its entirety and replaced with the **Revised Federal Assurances and Certifications**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT B-2**

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4. **ATTACHMENT C-1** to the Contract, **General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-2**.

5. **ATTACHMENT F-1** to the Contract, **Monthly Activity Status Report**, is deleted in its entirety and replaced with the **Revised Monthly Activity Status Report**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT F-2**

6. The **GLO Information Security Appendix for Subrecipients**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT G**, is added to the Contract.

7. The **Public Law 113-2 Contract Reporting Template**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT H**, is added to the Contract.

8. **SECTION 1.02** of the Contract is deleted in its entirety and replaced with the following:

"1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A-2:	Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects
ATTACHMENT B-2:	Revised Federal Assurances and Certifications
ATTACHMENT C-2:	Revised General Affirmations
ATTACHMENT D-1:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E-1:	Special Conditions
ATTACHMENT F-2:	Revised Monthly Activity Status Report
ATTACHMENT G:	GLO Information Security Appendix for Subrecipients
ATTACHMENT H:	Public Law 113-2 Contract Reporting Template"

9. **SECTION 1.03** of the Contract is deleted in its entirety and replaced with the following:

"1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation:

(1) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(2) the relevant Federal Register publications;

(3) the Action Plan; and

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(4) other guidance documents posted at: http://recovery.texas.gov/local-government/hud-requirements-reports/2015-floods-storms/index.html.

All Guidance Documents are incorporated herein in their entirety for all purposes."

10. **SECTION 1.04** of the Contract is amended to add the following definitions:

""As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"FWCR" means Final Wage Compliance Report, a report prepared by Subrecipient at the completion of each federally funded project, certifying that all workers on the Project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"Guidance Documents" means the documents referenced in **Section 1.03**."

11. **SUBSECTION (m)** under **SECTION 1.05** of the Contract is deleted in its entirety and replaced with the following:

"(m) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D-1**; the Contract; **Attachment A-2**; **Attachment E-1**; **Attachment B-2**; **Attachment C-2**; **Attachment F-2**; **Attachment G**; **Attachment H**; and Guidance Documents."

12. **SECTION 3.01** of the Contract is deleted in its entirety and replaced with the following:

"3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract is effective as of June 19, 2018, and shall terminate on September 22, 2021, ("Contract Period"), or upon the completion of all Benchmarks listed in **Attachment A-2**, and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks in Attachment A-2. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under SECTIONS 3.02, 3.03, or 3.04, below**.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT."**

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13. The following **SECTION 4.03** is hereby added in its entirety to the Contract:

"4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Reports shall be submitted to cdrsubsreporting@recovery.texas.gov, unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.22. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at: https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/. Additional information about this reporting requirement is available in Federal Register publications governing the 2015 Flood CDBG-DR funding allocation."

14. **SECTION 8.27** of the Contract is deleted in its entirety and replaced with the following:

"8.27 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete."

15. The following **SECTION 8.28** is hereby added in its entirety to the Contract:

"8.28 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while so prevented, the affected Party's obligation to comply

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with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure in writing and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient."

16. The following **SECTION 8.29** is hereby added in its entirety to the Contract:

"8.29 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

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essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**"

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Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings."

17. The following **SECTION 8.30** is hereby added in its entirety to the Contract:

"8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix for Subrecipients**, incorporated herein for all purposes as **Attachment G**."

18. This Amendment shall be effective upon the earlier of the date of the last signature or September 22, 2020.

19. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2 TO GLO CONTRACT NO. 18-501-000-B226

GENERAL LAND OFFICE	HAYS COUNTY
_____	_____
Mark A. Havens, Chief Clerk/	Name: _____
Deputy Land Commissioner	Title: _____
Date of execution: _____	Date of execution: _____

OGC_____

PM_____

SDD_____

DGC_____

GC_____

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-2 Revised Performance Statement, Budget, and Benchmarks for Infrastructure Projects

ATTACHMENT B-2: Revised Federal Assurances and Certifications

ATTACHMENT C-2: Revised General Affirmations

ATTACHMENT F-2: Revised Monthly Activity Status Report

ATTACHMENT G GLO Information Security Appendix for Subrecipients

ATTACHMENT H Public Law 113-2 Contract Reporting Template

In Process

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PERFORMANCE STATEMENT, BUDGET, AND BENCHMARKS FOR INFRASTRUCTURE PROJECTS
COUNTY OF HAYS

The 2015 Floods and Storms overwhelmed the street and drainage system of Hays County (Subrecipient). Heavy rainfall caused flooding of homes and streets. Undersized culverts and deficient drainage channels prohibited stormwater from draining effectively, inundating streets and threatening public health, safety, and welfare. Subrecipient will conduct street Infrastructure improvements to facilitate proper stormwater conveyance and provide continued ingress/egress to the area.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by the 2015 Floods and Storms. The persons to benefit from the Activities described herein must receive the prescribed service or benefit and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $5,003,006. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of Texas General Land Office – Community Development and Revitalization (GLO-CDR).

Street Improvements

Subrecipient shall replace pavement, overlay streets, widen the existing shoulder, and complete associated appurtenances. Construction shall take place on Cotton Gin Road / County Road (CR) 129. Improvements total nine thousand three hundred eighty-nine (9,389) linear feet.

Street Improvements	Location Approximate Lat/Long	Proposed HUD Performance Measure	Census Tract	Block Group
Cotton Gin Road (CR 129)	CR 157 to Bonanza Street 29.982536, -97.815009	9,389 LF	109.06	03
This Activity shall benefit two thousand two hundred twenty-five (2,225) persons. Of these persons, one thousand eight hundred ninety-six (1,896), or eighty-five percent (85%), are of low to moderate income.				

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BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Construction/Reconstruction of Streets	$5,003,006.00	$1,509,715.70[1]	$6,512,721.70
TOTAL	$5,003,006.00	$1,509,715.70[1]	$6,512,721.70

[1] HAYS COUNTY GENERAL REVENUE FUND, TO BE USED TOWARD ALL ENGINEERING SERVICES. NO ENGINEERING SERVICES WILL BE REIMBURSED WITH GLO CDBG-DR FUNDING.

MILESTONES

	Not-To-Exceed Draw Percentages					
Milestones	**Construction**	**Engineering**	**Grant Administration**	**Special Environmental**	**Environmental**	**Acquisition**
Project Kick-Off Meeting and Start-up Package			15%			
Engineering Notice to Proceed		30%				
Environmental Notice to Proceed			30%			
100% Design Approved		60%				
Special Environmental Report Approved				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertise		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built/ COCC/FWCR	100%	100%	95%			
Closeout Packet Approved			100%			

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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THIS FORM MUST BE EXECUTED

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CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT AWARD NUMBER AND/OR PROJECT NAME

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE DATE

_____

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. *Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. *Report Type:** a. initial filing _____ b. material change

4. Name and Address of Reporting Entity: ____ Prime _____Subawardee Name: _____ Street 1: Street 2: City: _____ State: Zip: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:** _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

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General Affirmations

To the extent they apply, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.

2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.

8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

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9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Subrecipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Subrecipient seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

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c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive

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head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.

18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND

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EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

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(3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

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27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent

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access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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GLO Community Development and Revitalization
Subrecipient Monthly Activity Status Report

Subrecipient must provide Monthly Activity Status Reporting at the site level for all sites identified in the Performance Statement and Budget (Attachment A) and relevant to the milestones therein. The Report is due the first day of each month for the duration of the Contract. Submit the report via email to: DR.Status.Reporting@recovery.texas.gov.

Subrecipient: _____

Contract #: _____

Preparer Name: _____ Contact Information: _____

Reporting Month/ Year: _____

Activity Name:					
Site	**Current Milestone**	**Status Notes/Important Dates**		**Anticipated Completion Date**	**Program Income**
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Draft Process

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FEMA Project Ready

Overall Grant Status Summary					
Provide any notes or information relevant to the overall contract. Examples: upcoming Amendment request status, Budget concerns expiration concerns, etc.					
Site-Level Budget Status					
Site	**Total Budget**	**Total Expended**	**Balance**	**% Expended**	
1			0.00	#DIV/0!	
2			0.00	#DIV/0!	
3			0.00	#DIV/0!	
4			0.00	#DIV/0!	
5			0.00	#DIV/0!	
6			0.00	#DIV/0!	
7			0.00	#DIV/0!	
8			0.00	#DIV/0!	
9			0.00	#DIV/0!	
10			0.00	#DIV/0!	
Totals:	0.00	0.00	0.00	#DIV/0!	

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GLO Information Security Appendix for Subrecipients

1. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to individuals, that Provider obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO data does not include other information that is lawfully made available to the Provider through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies, links, relates, or is unique to, or describes an individual, as defined at Tex. Bus. & Com. Code § 521.002(a)(1).

"Sensitive Personal Information" or "SPI" includes information that is not available elsewhere or may harm an individual by being made available as categorized in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Provider will legally bind any Subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall

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ensure that the requirements stated herein are imposed on any Subcontractor of Provider's Subcontractor(s).

2.5. Provider will not share PII or SPI Data with any third parties, except as necessary for Subrecipient's performance under the Contract

2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or Subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.

2.7. Any GLO Data maintained or stored by Provider or any Subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership and Return of Data

3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall within fourteen (14) days thereafter securely return such GLO data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Provider's possession or control and certify to the GLO that such tasks have been completed. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data.

4. Data Mining

4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract or any document related thereto.

4.2. Provider agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.

DocuSign Envelope ID: 1ACF525D-71C6-4220-A689-5E99ED9D8B0D

5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.

5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

6.1. Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's Subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

DocuSign Envelope ID: 1ACF525D-71C6-4220-A689-5E99ED9D8B0D

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below.
Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to https://www.onecpd.info/get-assistance/my-question/ for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. Note: Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

DocuSign Envelope ID: 1ACF525D-71C6-4220-A689-5E99ED9D8B0D

P.L. 113-2 Contract Reporting Template

Grantee:
Grant Number:
Date Updated:

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.

Certificate Of Completion

Envelope Id: 1ACF525D71C64220A6895E99ED9D8B0D
Status: Sent
Subject: $0 Amendment No. 2: 18-501-000-B226 - Hays County (Texas GLO)
Source Envelope:
Document Pages: 60
Signatures: 0
Initials: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ana Thomas
1700 Congress Ave
Austin, TX 78701
Ana.Thomas@glo.texas.gov
IP Address: 74.194.29.105

Record Tracking

Status: Original
9/10/2020 12:12:07 PM

Holder: Ana Thomas
Ana.Thomas@glo.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Ginger Mills ginger.mills@glo.texas.gov Attorney Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS gm Signature Adoption: Pre-selected Style Using IP Address: 65.65.132.58	Sent: 9/11/2020 3:02:40 PM Viewed: 9/13/2020 10:26:28 PM Signed: 9/13/2020 10:31:32 PM
Joshua Jackson Joshua.Jackson.glo@recovery.TEXAS.GOV Senior Project/Grant Mgr Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS JJ Signature Adoption: Pre-selected Style Using IP Address: 72.178.205.135	Sent: 9/13/2020 10:31:37 PM Viewed: 9/14/2020 12:34:10 PM Signed: 9/14/2020 12:34:15 PM
Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS HL Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24	Sent: 9/14/2020 12:34:20 PM Viewed: 9/14/2020 12:38:46 PM Signed: 9/14/2020 12:38:52 PM
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS MB Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4	Sent: 9/14/2020 12:39:02 PM Viewed: 9/14/2020 1:11:04 PM Signed: 9/14/2020 1:32:52 PM

In Process

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS JG Signature Adoption: Pre-selected Style Using IP Address: 107.129.126.169	Sent: 9/14/2020 1:32:57 PM Viewed: 9/14/2020 1:33:38 PM Signed: 9/14/2020 1:33:44 PM
Ruben Becerra Judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/14/2020 1:33:50 PM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:55 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:55 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:55 PM

In Process

Carbon Copy Events	Status	Timestamp
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:55 PM Resent: 9/11/2020 3:02:40 PM
Mark Lawley Mark.Lawley@glo.texas.gov Compliance Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:55 PM
Ana Thomas ana.thomas@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:55 PM
Robert Sonnier Bob.Sonnier@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/11/2020 12:04:56 PM Viewed: 9/11/2020 12:05:36 PM
Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/13/2020 10:31:38 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/13/2020 10:31:38 PM
Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/13/2020 10:31:38 PM
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/14/2020 12:34:20 PM

In Process

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/14/2020 1:32:57 PM
Judy Langford judy@lcmsinc.com President Langford Community Management Services, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/14/2020 1:33:50 PM Viewed: 9/14/2020 1:39:48 PM
Gregory Rankin gregory.rankin@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Angie Williams Angie.Williams@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Process

Carbon Copy Events	Status	Timestamp
Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/14/2020 1:33:50 PM

Payment Events	Status	Timestamps

In Process

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 renewal of IFB 2020-B16 Road Improvements - Remove & Replace Hot Mix with Turner Paving & Construction Inc. for a period not to exceed November 15, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	SMITH

SUMMARY

IFB 2020-B16 Road Improvements - Remove & Replace Hot Mix was awarded to Turner Paving & Construction Inc. on August 11, 2020. The deadline for completion is September 25, 2020, however due to the weather the Transportation Department has requested the contract be extended for a period of fifty-one (51) days, not to exceed November 15, 2020 to allow completion of the scope of work laid out in IFB 2020-B16.

Attachment: Turner Paving & Construction Inc. Renewal Letter

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

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

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

September 10, 2020

Turner Paving & Construction Inc.
10610 Tower Oaks Blvd.
Houston, TX 77070

RE: Contract Extension

The Contract for IFB 2020-B16 Road improvements: Remove & Replace Hot Mix, is scheduled to expire on September 25, 2020. Hays County would like to temporarily extend the current contract for a period not to exceed November 15, 2020 while the remaining work is being completed. This contract extension will not provide for any price increase or alterations to the current terms and conditions. This extension will expire upon the completion of the work or on November 15, 2020, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature

R Scott Turner
R. Scott TURNER
Printed Name

Turner Paving & Construction Inc.
Company

September 11, 2020
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

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 Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SMITH	N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2020-3782-UTL	Darden Hill Road(Trenching)	Liberty Civil Construction, LLC(Water)(Turn Lane)

Hays County Transportation Department
2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 9/14/2020 .

Utility Company Information:

Name: Liberty Civil Construction, LLC
Address: 3555 W. HWY 29 Georgetown TX
Phone: 5129645599
Contact Name: Major Davenport

Engineer / Contractor Information:

Name: Liberty Civil Construction, LLC
Address: 3555 W. HWY 29 Georgetown TX 78628
Phone: 5129645599
Contact Name: Major Davenport

Hays County Information:

Utility Permit Number: TRN-2020-3782-UTL
Type of Utility Service: Installing proposed turn lane going east bound approx. 250' feet by 13.5' feet. and Installing 12" Water Ductile Iron Pipe by trenching across Darden Hill Road . approx. 60'-65' feet. by 3'-4' feet.
Project Description:
Road Name(s): CR 162 (Darden Hill Rd)/CR 164, , , , , , ,
Subdivision:
Commissioner Precinct: 4

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on 9/22/2020.

Signature	Title	Date
	Permit Coordinator	09/15/2020

Home Projects Work Orders Reports Administrator Help

> Home

Add New Message

Show Control Panel

Jurisdiction: Hays County

Project Type: Transportation

Project Number: TRN-2020-3782-UTL

Project | Requirements | Additional Fees | Payments

Permit Photos

Add — Add new photo to this project

Project Details

Project Number TRN-2020-3782-UTL [AUTO GENERATED]

Status: Pending (Under Review)

Designation: Utility (ROW-Trench/Road Cut)

Project Name

Project Description

Project Type: Commercial

Physical Address or Location

Add Address

This address is **not** verified. Map it Address Search

Address: 11091 Darden Hill Rd.

Unit / Apt / Suite

Place Name / City: Dripping Springs

State: TX

Zipcode: 78619

Description

Project Date & Time

Created: 09/02/2020 09:26:00 AM

Created By: Tyler J Pendergrass

Updated: 09/15/2020 11:38:47 AM

Updated By: Tyler J Pendergrass

Project Details

Utility Permit Paid

Qty: Qty: 1

Sq. Footage

Issued Date

Additional Information

Available Project Fees

Driveway (Active Jan. 1 2020)

- Driveway Permit
- Paper Processing Fee
- Utility Permit

Form Letters

The following letter are shown for Hays County

- Fee Invoice
- Transportation Receipt
- Utility Line Approval Letter

Permit Files

Plan Review Complete

Associated Files

Plan Review

TRN-2020-3782-UTL-Sheet 35 Water Line.pdf 1.8 Mb

Uploaded: 08/27/20 03:30 PM by Major Davenport on CP
Transfered from CP on 09/02/20 09:26 AM

Show in Customer Portal

Save

Add Contact

Delete Mode: On Global Save

Owner

Contact

Business Name: Dripping Springs ISD

First Name: Clint | Last Name: Pruett | Suffix: - Select -

Details

Mailing Address

Address: PO Box 479 | City: Dripping Springs | State: TX | Zip: 78620

Web Site:

Email: | Notify: ☐

Cell Phone: (512) 858-3000 ☐

Home Phone: ☐

Office Phone: ext ☐

Notes:

Copy this information to the section Copy

Applicant

Contact

Business Name: Liberty Civil Construction, LLC

First Name: Major | Last Name: Davenport | Suffix: - Select -

Details

Mailing Address

Address: 3555 W. HWY 29 | City: Georgetown | State: TX | Zip: 78628

Web Site:

Email: Major@libertycivil.com | Notify: ☑

Cell Phone: (512) 964-5599 ☑

Home Phone: ☐

Office Phone: ext ☐

Notes:

Copy this information to the section Copy

Contractor

Contact

Business Name:

TRN-2020-3782-UTL-Sheet 21 Turn Lane.pdf 549.4 kb

Uploaded: 08/27/20 03:30 PM by Major Davenport on CP
Transfered from CP on 09/02/20 09:26 AM

Show in Customer Portal

TRN-2020-3782-UTL-11091 Darden Hill Rd - Google Maps.pdf

Uploaded: 08/27/20 03:30 PM by Major Davenport on CP
Transfered from CP on 09/02/20 09:26 AM

Show in Customer Portal

Manage Customer

Work Orders (refresh)

Scheduled Date View | Category Grouped View

Create 3'rd Party Inspection

Facility Design Access

Add Access

Permit Relationships

Search

Project Number | Project Name

Save

Major | Davenport | - Select -

Details

Mailing Address

Address	City	State	Zip
3555 W. HWY 29	Georgetown	TX	78628

Web Site

Email	Notify
Major@libertycivil.com	☑

Cell Phone (512) 964-5599 ☑

Home Phone ☐

Office Phone ext ☐

Notes

Copy this information to the section Copy

Designated Contact Go Top

Contact

Business Name: Liberty Civil Construction, LLC

First Name	Last Name	Suffix
Major	Davenport	- Select -

Details

Mailing Address

Address	City	State	Zip
3555 W. HWY 29	Georgetown	TX	78628

Web Site

Email	Notify
Major@libertycivil.com	☑

Cell Phone (512) 964-5599 ☑

Home Phone ☐

Office Phone ext ☐

Notes

Copy this information to the section Copy

Utility Company Go Top

Contact

Business Name: Liberty Civil Construction, LLC

First Name	Last Name	Suffix
Major	Davenport	- Select -

Details

Mailing Address

Address	City	State	Zip
3555 W. HWY 29	Georgetown	TX	78628

Save

Web Site

Email | Notify

Major@libertycivil.com ☑

Cell Phone (512) 964-5599 ☑

Home Phone ☐

Office Phone ext ☐

Notes

Copy this information to the section Copy

Project Information

Location Information | Utility Spec Info | Spec Information

Utility Line Information

Issued Date	9/22/2020
What is the type of line being installed?	Installing proposed turn lane going east bound ap
What type of cut(s) will you be using?	☐ Boring ☑ Trenching ☐ Overhead ☐ N/A
Will you be utilizing overhead installation?	No
What is the overall length of line being installed?	65
What is the proposed date on construction?	9/14/2020
- R.O.W. Location: County Road Name 1	CR 162 (Darden Hill Rd)/CR 164
County Road Name 2	
County Road Name 3	
County Road Name 4	
County Road Name 5	
State Road Name 1	
State Road Name 2	
State Road Name 3	

Project Comments

Start New Thread

Type All Types

Search: Search Reset

Export to PDF

Date and Time Commented	Comment Type	Action Type	Commented By
09/02/20 09:26 AM	Private	Municipality	Tyler Pendergrass Reply

Save

Date and Time Commented	Comment Type	Action Type	Commented By

Customer Portal Application Note:
County Road Name 1: CR 162 (Darden Hill Rd)/CR 164
County Road Name 2:
County Road Name 3 :
County Road Name 4:
County Road Name 5 :
State Road Name 1:
State Road Name 2:
State Road Name 3:
Commissioner Precinct: 4
Commissioner Name: Walt Smith
Located in City ETJ?: Yes
City Name: Dripping Springs
Project Description:
Installing proposed turn lane going east bound approx. 250' feet by 13.5' feet. Installing 12" Water Ductile Iron Pipe into Darden Hill Rd. approx. 60'-65' feet. by 3'-4' feet.
Owner's / Applicant's Certification: I have carefully read the complete application and know all statements herein and in the attachments hereto are true and correct to the best of my knowledge.All paper applications & applications e-mailed to Hays County Transportation Department may be subject to a Paper Processing Fee. This Fee is noted on the Hays County Fee Schedule.If the proposed installation is a parallel installation, then the installation shall be located two (2) feet within the edge of the right-of-way, unless otherwise approved by Hays County.The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.We agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation and we will revegetate the project area as indicated under "General Special Provisions".We agree to ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during the installation.The location and description of the proposed line and appurtenances is more fully shown by (1) one complete sets of drawings attached to this application.It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road. It is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way. The County may provide specifications including but not limited to the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up.The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all the requirements as set forth herein, Hays County may take such as it deems appropriate to compel compliance.
Please Type Initials Here: MD

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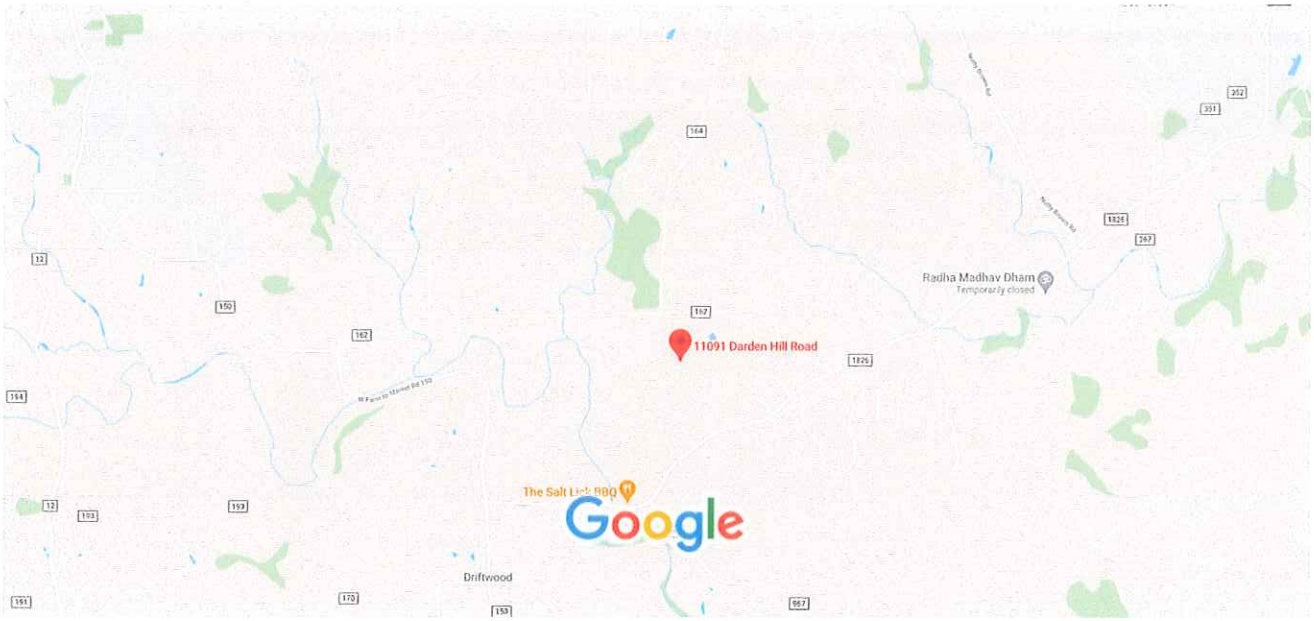
Save

Google Maps 11091 Darden Hill Rd



Map data ©2020 Google 2000 ft

SEE ALL NOTES SHEETS FOR ADDITIONAL REQUIREMENTS

LEGEND

- PROPOSED ACCESSIBLE ROUTE
- PROPOSED CURB (TYP. UNLESS NOTED)
- PROPOSED CURB (UP WARNING)
- PROPOSED FIRE LANE (SEE SITE PLAN FOR STRIPING NOTES)

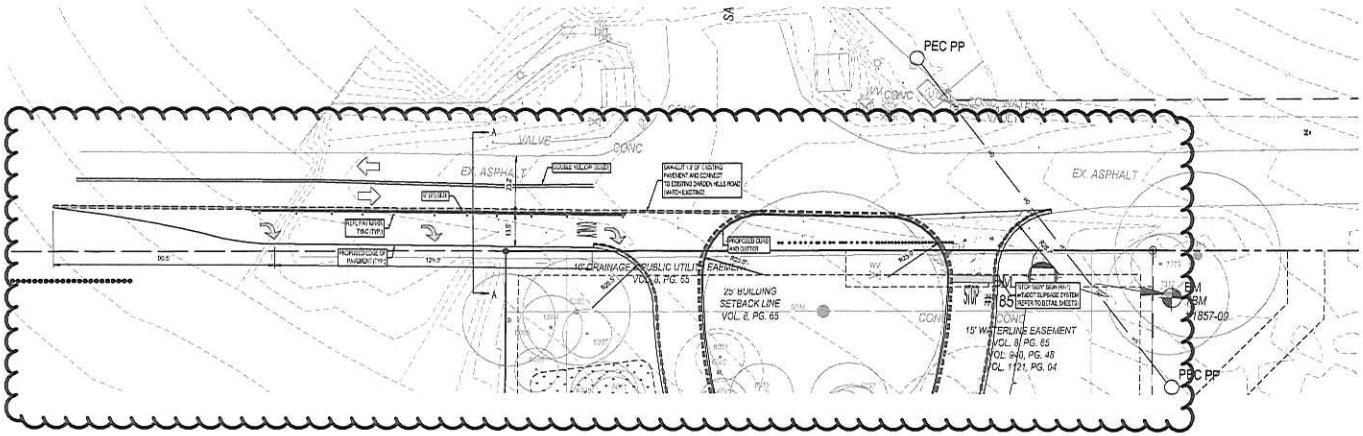
PARKING SPACE LEGEND

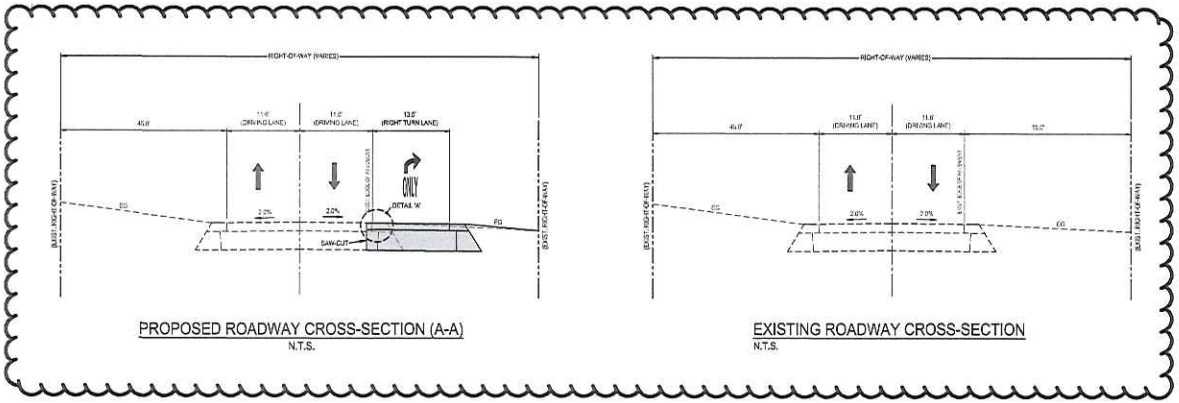
UP	= REGULAR	CV	= CONVENTIONAL
V	= VAN	CVM	= CONVENIENCE
T	= TANDEM	S	= SAND
F	= COMPACT	GV	= GRAVEL (ATM)

GRAPHIC SCALE

(IN FEET)

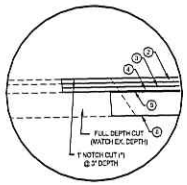
SCALE = 20





PROPOSED ROADWAY CROSS-SECTION (A-A)
N.T.S.

EXISTING ROADWAY CROSS-SECTION
N.T.S.



PROPOSED PAVEMENT SECTION TO MATCH EXISTING PAVEMENT SECTION

DETAIL 'A'
N.T.S.

(1) PAVEMENT NOTCHING IS THE SAWCUT AND REMOVAL OF 3" PAVEMENT AND FULL DEPTH FLEX BASE AS SHOWN AND IS SUBSIDIARY TO PERTINENT ITEMS

(2)	2" D-GR HMA (QCQAT)-C SAC-B PG70-22 (SURF)
(3)	2" D-GR HMA (QCQAT)-C SAC-B PG70-22
(4)	3" D-GR HMA (QCQAT)-G PG64-22
(5)	PRIME COAT (MC-30 OR A-EP)
(6)	12" FL BS (TY A OR B)

SITE PLAN NOTES:

1. WHERE PROPOSED FEATURES TIE TO EXISTING FEATURES, CONTRACTOR TO VERIFY TOPOGRAPHY PRIOR TO CONSTRUCTION AND CONSTRUCT (WALLS, WALKS, DRIVES, UTILITIES, ETC...) TO MATCH EXISTING LOCATION AND ELEVATION IN ACCORDANCE WITH THE INTENT OF DESIGN. NOTIFY ENGINEER IF DISCREPANCY EXISTS BETWEEN EXISTING TOPOGRAPHY AND TOPOGRAPHY SHOWN ON PLANS.
2. ALL WORK IN PUBLIC EASEMENTS AND RIGHT OF WAYS SHALL BE PER APPLICABLE CITY, COUNTY, AND STATE STANDARD DETAILS AND SPECIFICATIONS.
3. ALL PUBLIC UTILITY CONSTRUCTION AND CONNECTIONS TO PUBLIC UTILITIES SHALL BE PER UTILITY OWNER'S STANDARD DETAILS AND SPECIFICATIONS. CONTACT UTILITY OWNER PRIOR TO START OF CONSTRUCTION AND COORDINATE TO ENSURE ACCEPTABLE PROCEDURES, DETAILS, AND SPECIFICATIONS ARE FOLLOWED.
4. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO DEMOLITION AND CONSTRUCTION AND ENSURE CONTINUITY OF SERVICES AS NECESSARY.
5. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. ALL CURB RETURNS SHALL BE 2' RADIUS UNLESS OTHERWISE NOTED.
7. WHERE CONSTRUCTION IS PROPOSED ADJACENT TO EXISTING BUILDINGS, ENSURE THAT EXISTING WITH HOLES ARE NOT COVERED. CONTACT ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION SHOULD SUCH A CONFLICT ARISE.
8. AT NEW PAVEMENT TIE IN LOCATION, SAWCUT A MINIMUM OF 1' BEYOND AND ALONG THE EDGE OF EXISTING EDGE OF PAVEMENT AS NECESSARY FOR A CLEAN, AND STRUCTURALLY SOUND TIE IN.
9. ALL TRAFFIC CONTROLS SHALL CONFORM WITH THE 1988 OR LATEST EDITION OF TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
10. ALL DISTURBED AREAS SHALL BE RE-VEGETATED PER TxDOT REQUIREMENTS.
11. SUBGRADE COMPACTION TO BE 95%
12. BASE COMPACTION TO BE 98%

Cunningham | Allen
Engineers • Surveyors
3101 DEE CAVES ROAD, SUITE 203
AUSTIN, TEXAS 78746
TEL.: (512) 327-2946
FAX: (512) 327-2973
www.cunningham-allen.com
TBPELS Reg. No. F-284
TBPLS Firm No. 10018900

ISSUES		
1	1/28/2020	45% CD PLAN SET
2	2/18/2020	75% CD PLAN SET
3	2/28/2020	TCEQ SUBMITTAL
4	3/31/2020	95% CD PLAN SET
5	05/04/2020	ISSUE FOR CONSTRUCTION
6		
7		
8		
9		
10		

REVISIONS		
1	04/24/2020	Add 1
2	05/08/2020	Add 2

This Document was produced by or under the authority of Registered Architect:

RICHARD G. COUCH, P.E.

STATE OF TEXAS
RICHARD G. COUCH
87255
LICENSED
PROFESSIONAL ENGINEER
05/08/2020

Date of issue:
05-08-2020

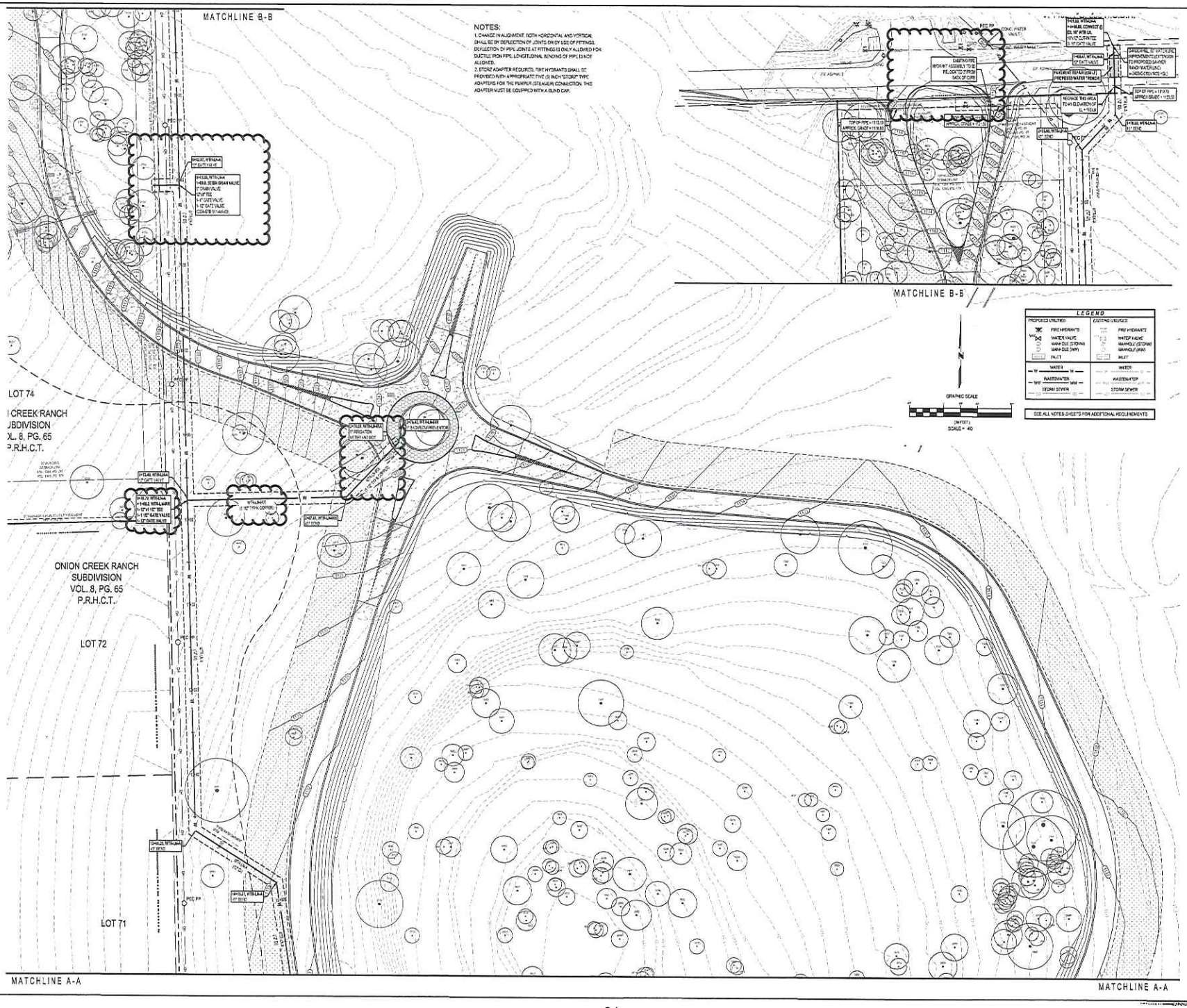
Dripping Springs ES #5

11091 Darden Hill Rd Driftwood, Texas 78619

KEYPLAN

DARDEN HILL ROAD IMPROVEMENTS

JOB 701.0201
DATE
SHEET C01-20



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TBPELS Reg. No. F-284
TBPLS Firm No. 10000600

	ISSUES	
1	1/28/2020	45% CD PLAN SET
2	2/19/2020	75% CD PLAN SET
3	03/05/2020	TCEQ SUBMITTAL
4	03/13/2020	95% CD PLAN SET
5	03/24/2020	ISSUE FOR CONSTRUCTION
6		

	REVISIONS	
1	04/08/2020	ADDENDUM 2
2	05/06/2020	ASI 2
3	05/13/2020	RFI 13
4	05/26/2020	ASI 3
5	05/26/2020	RFI 7
6	06/11/2020	ASI 4
7	06/17/2020	RFI 15
8	06/17/2020	RFI 17
9	06/24/2020	ASI 6
10	06/24/2020	RFI 18
11	06/26/2020	RFI 20
12	07/09/2020	RFI 29
13	07/09/2020	ASI 7
14	08/21/2020	ASI 8

This Document was produced by or under the authority of Registered Architect:
RICHARD G. COUCH, P.E.

STATE OF TEXAS
RICHARD G. COUCH
87285
LICENSED
PROFESSIONAL ENGINEER
08/21/2020

Date of Issue:
08-21-2020

Dripping Springs ES #5

11091 Darden Hill Rd Driftwood, Texas 78619

KEYPLAN

WATER PLAN

JOB 701.0201
DATE
SHEET C01-35

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 $29,651.00 Refresh Agreement with Exacom, Inc. related to the Multi_Media Recording Platform System for recording 911 and non-emergency calls, radio transmissions, and VOIP for the Sheriff's Office Emergency Communication Division; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	$29,651

LINE ITEM NUMBER

121-752-00.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

A discretionary exemption for captive replacement or component parts is needed due to the existing hardware and software currently in place that will be enhanced with this refresh.

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

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

SUMMARY

The existing Exacom HindSight G2 Recorder operating system is at end of life and in need of a refresh. This system is used in the emergency communications division at the Hays County Sheriff's Office. Exacom captures recordings of 911 calls, non-emergency calls, radio transmission, and VoIP. It is used to fill requests for public information, quality assurance of 911 services, as well as data presented to the District Attorney's Office for judicial hearings.

Funding for this agreement has been budgeted in Fund 121 in the FY 2021 Budget.

Attachment: Exacom Quote No: Q-2020-EXA-0234-2

TECHNICAL REFRESH QUOTATION

Quote No: Q-2020-EXA-0234-2 Date: 5/5/2020

"Hindsight" Fault-Tolerant Digital Logging Recorder System

For: Hays County, TX

Purchaser	**EXACOM Customer**	**End User**
To: Megan Jones	To: Megan Jones	To: Megan Jones
ECO Manager	ECO Manager	ECO Manager
Hays County Sheriff's Office	Hays County Sheriff's Office	Hays County Sheriff's Office
1303 Uhland Road	1303 Uhland Road	1303 Uhland Road
San Marcos, TX 78666	San Marcos, TX 78666	San Marcos, TX 78666
512-738-1587	512-738-1587	512-738-1587
megan.jones@co.hays.tx.us	megan.jones@co.hays.tx.us	megan.jones@co.hays.tx.us

Customer Requirements:

Hays County, TX is in need of a refresh for their existing Exacom HindSight G2 recorder, s/n 1709.
Due to the age of the system it will no longer be eligible for hardware support after 9/27/2020.
The current OS, Windows Server 2008, is End-of-Life.
The refresh will provide new server hardware and an upgrade to the latest Server OS,SQL database and HindSight 4 (H4) recorder software.
Existing NAS will be replaced with new 3TB RAID 5 NAS.
Credit will be provided for existing software and licenses.
Six Solacom 911 positions and admin phones will continue to be recorded analog.
Tertiary channels are provided to record P25 radio communications received from the LCRA system.
Client licenses will be refreshed to the new license.

EXACOM Proposed Solution Summary:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9000100-02	HSX-600	HindSight 600 Series Multi-Media Recording Platform (includes HindSight Core Software, Single Processor System w/ 16GB RAM, 4-1TB Drives - 3TB RAID 5, Dual Hot Swap Pwr Sply, Windows Server 2019, Microsoft SQL Server 2019 Std, CD/DVD/KB/Mouse, 19" Monitor w/ Spkrs)	$16,800.00	$16,800.00
1	9000512	HS-LX-BU3	HindSight 300/600 series Storage Backup (NAS) Solution w/ HS Backup Software - 3TB RAID 5	$6,995.00	$6,995.00
1	9000709	HS-D-Nic	Dual NIC Card	$390.00	$390.00
1	9000718-01	HS-R-Card-Refresh	Reuse existing cards for refreshed system (one 16 channel analog card)	$5,000.00	$5,000.00
16	9002600	HS-AD-CL	HindSight Single-Channel A/D SW License	$250.00	$4,000.00
60	9002603	HS-TCL	HindSight Tertiary-Channel License (receive P25 from LCRA)	$50.00	$3,000.00
5	9002412	HS-CUL	HindSight Concurrent User Client License	$695.00	$3,475.00
5	9002431	HS-CUL-UR	HindSight Concurrent Client License Refresh	$495.00	$2,475.00
1	9002288	ExaHealth	HINDSIGHT health and monitoring service. Supports SNMP and Email notifications.	Included	$0.00
1	9002289	ExaBackup	Backup software for HINDSIGHT.	Included	$0.00

Equipment List Price:	$42,135.00
Channel/License Transfer Credit:	($15,475.00)
Equipment Sub-Total:	$26,660.00
Government Discount:	($6,665.00)
Equipment Sub-Total:	$19,995.00
Installation, Configuration and Training:	$4,500.00
1 9004000 HS-SUP-E HW/SW Warranty/Service Year 1 (Remote support - Essentials):	$5,155.80
Ext-Warranty Hardware & Software Support -per year for years 2-6 automatically renewable at annual rate of: $5,155.80	
Solution Total:	**$29,650.80**

General Notes:

1. Prices are in US dollars at list, FOB Concord, NH
2. Shipping charges will be prepaid by EXACOM and added as a separate line item on your invoice unless otherwise indicated in MPA. Customer is responsible for all customs and duties.
3. Quotation is valid for 45 days.
4. This warranty will auto-renew annually until the end of the sixth year. Please indicate this on PO.
5. Software patches and minor releases are only available with current and up-to-date support contract.
6. The hardware/software refresh at year 7 is necessary to continue with the EXACOM support program.
7. HW/SW Refresh is only available when year's 2-6 Extended Warranty is purchased by the customer.
8. HW/SW Support is delivered remotely, only, via telephone, email and vpn, if available.
9. This refresh must be installed on or before 09/27/2020 (expiration date for current s/n 1709)
10. Performance Period: Starts on the earlier of the date of install or 90 days after shipping, and ends 1 year from start date. Any maintenance value remaining on existing maintenance agreement will be credited.

Payment Terms: Net 30, Unless MPA on File **Ship Date: 30-45 Days ARO**

Submitted: By:	*Jim Zaleta*	**Date:** 5/5/2020
	Jim Zaleta, Regional Sales Manager - EXACOM, Inc.	
Approved By:	**Signature:**	**Date:**
	Signature of Authorized Personnel	
	Printed Name and Title	
Approved Total Cost:	$	

Extended warranty plans for years 2 – 6:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9004000	HS-SUP-E	EXACOM/1-Year Ext-Warranty Hardware and Software Maintenance - Support per year for years 2-6	-----	$5,155.80

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LIMITATION OF LIABILITY

EXACOM will not be liable for any lost profits, lost savings or any collateral, consequential, indirect, incidental, punitive or consequential damages arising out of or connected in any way with the use or inability to use or malfunction of its products and software, even if EXACOM or its authorized reseller has been advised of the possibility of such damages or for any other type of claim by any party. EXACOM's liability is limited to the repair or replacement of the supplied original program diskette, associated publication and any part or parts of the product or system for the period of its limited warranty.

EXACOM™

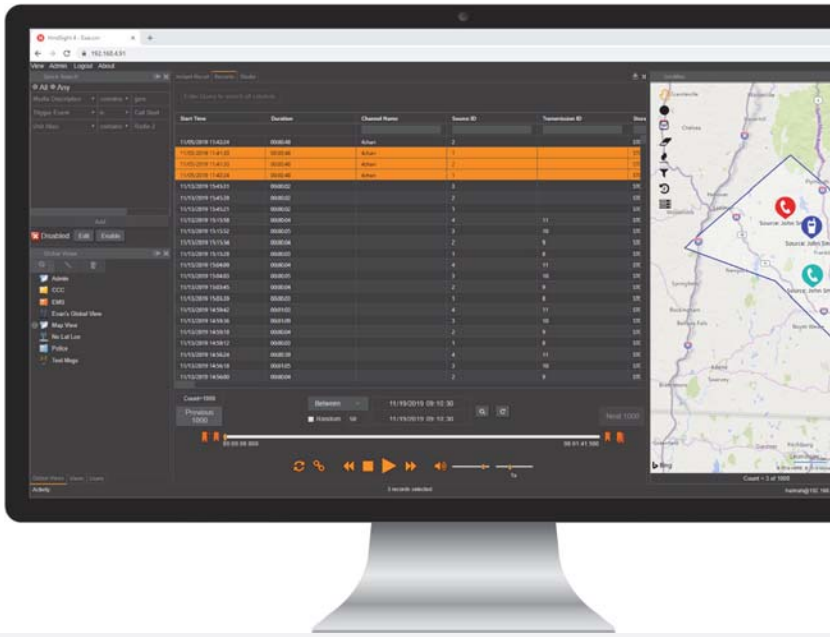
HindSight™

Multimedia Logging Recorder

HindSight addresses many of the challenges faced in mission-critical communications environments and prepares you for where you're going.

Records telephony, radio calls, VoIP, RoIP, Text-to-911 (SMS), screen video, and more.

NENA NG 9-1-1 & i3 **APCO P25**



Designed For Your Organization

Share Recorders (Costs) Without Sharing Data

Restrict access to records by user, team, department, agency, or organization. A single recorder (and associated costs) can be shared across multiple departments or organizations while only allowing appropriate access to recordings.

Never Miss A Recording

Recordings are automatically backed up to a secondary storage location. Real-time fault monitoring alerts you if something goes wrong and helps ensure 24/7/365 up-time. Recorders can be set up in redundant or geo-diverse* redundant configurations. *Geo-diverse recording dependent upon access to audio inputs at geographically separated locations.

Streamline Efficiency & Operations

Our entire end-to-end solution, from deployment technologies to in-software features, is designed to cut initial and long-term costs, increase user productivity, reduce time and costs for system maintenance and upgrades, and more.

Take Advantage of IT-Friendly Recording

Deploy on-premise or in a virtual environment, and be cloud-ready. Recordings are accessed via internet browser—no clunky software upgrades. All hardware is industry-tested Dell COTS. Built-in real-time fault monitoring is included with every recorder.

Designed For Your Users

Tools You Need, At Your Fingertips

Find a record, tag, bookmark, export or download it, and redact sensitive information—within the same software window. Visualize interactions on a map using ESRI, Google Maps, or Bing Maps. Plus, powerful playback features make examination seamless.

Spend Less Time Searching

Locate records quickly with powerful search and custom, savable filters. Search the entire database or sections in a variety of ways, including searching by location on the map. Tag records for easy grouping, or bookmark a timestamped location.

View Ongoing & Recent Interactions

Quickly access and replay current and recent activity across all channels, system-wide. Users can also see the location of ongoing interactions on a map. All Instant Recall features are built into our main software window.

Designed For Your Communications

RADIO & ROIP

- EFJohnson/Kenwood P25
- L3Harris™ P25 w/wo Encryption
- Motorola Solutions™ (formerly Cassidian & Airbus) P25, w/wo Encryption
- Motorola Solutions™ P25 Astro, w/wo Encryption
- MOTOTRBO™
- Tait DMR
- Tait P25, w/wo Encryption
- Telex
- … and more

TELEPHONY & VOIP

- Analog
- Avaya SIP/H.323
- Cisco SIP
- IPC
- Mitel®
- Nortel
- Shoretel
- Siemens
- SIP
- ... and more

DISPATCH CONSOLES

- Avtec Scout
- Catalyst
- L3Harris™ Maestro and Symphony
- Motorola Solutions™ MCC7500, MIPS 5000, WAVE
- Telex Vega
- Zetron® ACOM & MAX Dispatch
- … and more

NG 9-1-1 PSAPS

- Compunetix
- Emergency Call Worx
- Motorola Solutions™ (formerly Airbus) Vesta
- Solacom
- Intrado (formerly West)
- … and more

A Comprehensive Mission-Critical Solution

ACCESS CLIENT

HindSight 4

Our latest release allows users to access recordings securely via a web browser. All user functionality is built into the main recording client; no third-party add-ons required.

+

RECORDING HARDWARE

Dell COTS Servers

Capture and store recordings on a variety of Dell COTS servers and configurations, depending on your recording, storage, backup, and security needs. Redundancy available.

+

SUPPORT

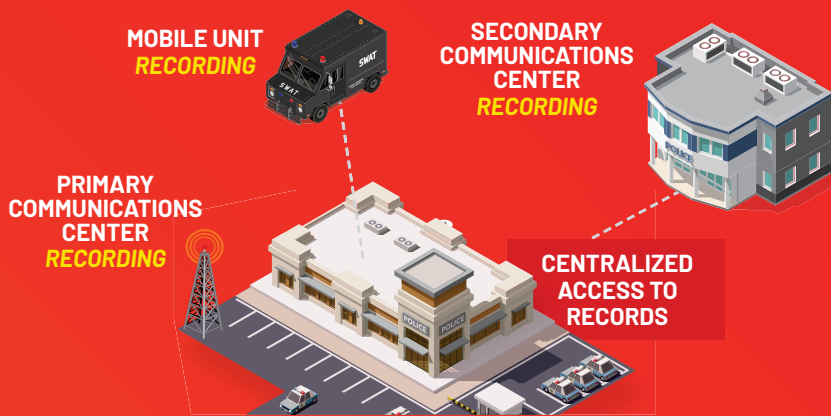
ExaCare™ Support

Exacom-direct support is available for the life of each recording system. All staff are in North America, with regional support throughout the US and Canada.

Part of Exacom's Distributed Recording

HindSight is part of Exacom's distributed recording ecosystem. Each recording component in the ecosystem can be used as a standalone unit or linked with other recorders for a flexible, scalable, and geographically-distributed recording solution.

Learn More: exacom.com/distributed



CONTACT US TO DISCUSS YOUR RECORDING NEEDS: EXACOM.COM / 603.228.0706 / SALESINFO@EXACOM.COM

EXACOM™

Exacom, Inc. is a leading manufacturer of audio, video, data and text-to-9-1-1 multimedia recording solutions for public safety, government, utilities, and DoD applications since 1986. Exacom™, HindSight™, EARS™, ExaCare™, ExaBackup™, and ExaHealth™ are trademarks of Exacom, Inc. 20191206

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 renewal of IFB 2017-B02 Countywide Dumpsters with Texas Disposal Systems for one additional year.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	BECERRA	N/A

SUMMARY

The current contract for countywide dumpster service is scheduled to expire on September 30th. This renewal is the final renewal under this contract and is for one additional year with no increases.

Attachment: Contract Renewal IFB 2017-B02 Countywide Dumpster

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

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

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

September 4, 2020

Texas Disposal Systems
12200 Carl Rd.
Creedmoor, TX 78610

RE: Annual contract renewal

The annual contract for Countywide Dumpsters, IFB 2017-B02 is scheduled to expire on September 30, 2020. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) option to renew the existing contract for one (1) additional year effective October 1, 2020-September 30, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Shirley
Signature

Texas Disposal Systems, INC.
Company

Stefanie Quimby
Printed Name

9-15-2020
Date

Approved by the Hays County
Commissioners Court on: _____

_____
Ruben Becerra
Hays County Judge

TABULATION FOR IFB 2017-B02 COUNTYWIDE DUMPSTERS

TEXAS DISPOSAL SYSTEMS:

DUMPSTER QTY/SIZE	LOCATION	QTY HAULS	PRICE PER HAUL	PRICE ADD'L HAULS
1 EACH/8 YARD	SM HEALTH DEPT 401 -A BROADWAY ST SAN MARCOS TX	1 X WEEK	$24.74	$105.00
1 EACH/4 YARD	EXTENSION OFFICE 1253 CIVIC CENTER LOOP SAN MARCOS TX	1 X WEEK	$18.43	$85.00
2 EACH/8 YARD NOTE: SLOPE FRONT DUMPSTER ONLY	HAYS COUNTY JAIL-LEC 1307 UHLAND ROAD SAN MARCOS TX	M-W-F	$21.13	$105.00
1 EACH 40/YARD	PCT 1 ROAD DEPT OFF CLOVIS BARKER LN 1101 CIVIC CENTER LOOP SAN MARCOS TX	1 X MONTH	$509.00	$419.00
1 EACH/40 YARD	HAYS CO ROAD DEPT 2171 YARRINGTON SAN MARCOS TX	1 X WEEK	$477.00	$387.00
1 EACH/8 YARD	JUVENILE DETENTION CENTER 2250 CLOVIS BARKER LN SAN MARCOS TX	M-W-F	$21.13	$105.00
3 EACH/8 YARD	DUDLEY JOHNSON/VETTER PARK EVERY TUESDAY 4444 & 3970 SOUTH OLD STAGECOACH RD SAN MARCOS TX		$26.66	$105.00
1 EACH/8 YARD	PRECINCT 2 OFFICES 5458 FM 2770 KYLE TX	1 X WEEK	$25.96	$105.00
1 EACH/8 YARD	PRECINCT 3 OFFICES 14306 RR 12 WIMBERLEY TX	1 X WEEK	$35.70	$105.00
1 EACH/40 YARD	PRECINCT 4 ROAD DEPT (BARN) 20290 FM 150 WEST DRIFTWOOD TX	1 X WEEK	$585.00	$495.00

30 Yard Dumpster on an as needed basis: $215 delivery/$5.00 day rental/$409 per haul
40 Yard Dumpster on an as needed basis: $215 delivery/$5.00 day rental/$446 per haul

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 and Constable Montague to execute an Interlocal Cooperative Agreement between Hays County, the City of Wimberley and the Hays County Constable for Precinct 3 regarding traffic enforcement in Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 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
	SHELL	N/A

SUMMARY

See attached material. The current contract for these services expired September 30, 2019. This new contract would have an effective date of October 1, 2019. The City of Wimberley already approved the Agreement in January 2020 and executed the Agreement.

The attached Agreement will permit automatic, annual, renewals and provides updated costs (detailed in Exhibit A) for the funding of the traffic enforcement position within the Constable's Office for Precinct 3. All other terms of the Interlocal Agreement remain unchanged.

INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

This Interlocal Cooperative Agreement (Agreement) is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **Hays County**, a political subdivision of the State of Texas (the "County"), the **City of Wimberley, Texas** (the "City"), and Hays County Constable for Precinct 3 (the "Constable"). The County, the City, and the Constable are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the City desires assistance from the Constable in the area of traffic regulation in order to enhance public safety for its citizens; and

WHEREAS, the City currently does not have the resources to employ public safety officers; and

WHEREAS, by way of this Agreement, the Constable has the legal authority to enforce traffic regulations within the corporate limits of the City; and

WHEREAS, the County, the Constable and the City desire to enter into this Agreement authorizing the Constable to provide the enforcement of traffic regulations within the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. <u>Constable's Rights and Duties.</u>
The Constable hereby agrees to provide a full-time employee (forty (40) hours per week) to provide traffic-related law-enforcement and general peace-keeping services within the City limits. The parties hereby acknowledge that the Constable's Office has limited resources and equipment with which to regulate traffic laws in the City. The Constable agrees to patrol, investigate, file complaints, maintain audio and video recordings of traffic stops under normal department procedures, assist in prosecution by appearing as a witness, and do all things normally and customarily associated with traffic regulation / law enforcement work performed by his office.

1.1 If the Constable assigned to regulate traffic laws within the City under this Agreement issues a citation for violation under the Transportation Code, and if the City maintains a Municipal Court pursuant to Section 2.2, that citation shall be filed and adjudicated in the Municipal Court of Wimberley, Texas. Any fines or fees collected in the Municipal Court shall be considered revenue of the City of Wimberley, Texas.

1.2 Any traffic citations issued by a Constable or Deputy Constable not assigned to regulate traffic laws within the City under this Agreement shall be filed and adjudicated in the Precinct 3

Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Likewise, if no Municipal Court exists during the term of this Agreement, then traffic citations shall be filed and adjudicated in the Precinct 3 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Any fines or fees collected in Justice of the Peace Court shall be deposited into the General Fund of Hays County (or in accordance with state law).

1.3 The Constable acknowledges that traffic-related law enforcement is essential during both daytime and evening hours as well as on weekends, and shall exercise his best judgment and efforts to provide such services during evening hours and/or on weekends in a manner accommodating the Constable's scheduling and administrative needs.

1.4 NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE CONSTABLE IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE CONSTABLE OR HIS DEPUTIES, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE CONSTABLE'S OFFICE SHOULD BE ALLOCATED THROUGHOUT PRECINCT 3 IN HAYS COUNTY.

Article 2. City's Rights and Duties.

2.1 The City hereby designates the Constable and his deputies as traffic officers and agents of the City when enforcing traffic regulations within the City limits. The City agrees to allow the County to retain any fees collected by the Justice Court. The City further agrees to cooperate and lend such assistance of equipment and personnel to the Constable's employees as may be reasonably required from time to time to carry out the purposes of this Agreement. In addition, the City shall provide the County with updated copies of Wimberley ordinances related to vehicles and traffic as such ordinances may be updated from time to time.

2.2 The City may employ a Municipal Judge of its own selection other than Justice of the Peace for Precinct 3 to hear cases and citations related to City ordinances and code enforcement other than traffic violations. The City retains the right to operate its Municipal Court and do all things normally and customarily done in the prosecution of alleged ordinance violations not issued by the Constable's Office pursuant to this Agreement.

2.3 In return for the annual services provided by the Constables Office cited above, the City agrees to pay the County in accordance with the payment schedule attached hereto and incorporated herein as Exhibit A which represents reimbursement to the County for actual costs incurred related to the employment of an additional full-time employee within the Constables Office for Precinct 3 and estimated vehicle fuel costs related to patrol of the City of Wimberley of $2,500.00. Despite the City's willingness to lend the assistance of equipment, as cited in Section 2.1 above, the City shall not be obligated to compensate the County for the purchase or lease of a vehicle for use by this full-time employee.

2.4 The City agrees to pay the annual costs cited in Exhibit A on a quarterly basis, beginning October 1st of each contract year, but may opt to pay the annual costs at a greater rate.

Article 3. Administration.
The Constable will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Constable, or his designee, and the contact person and representative for the City is the City Council.

Article 4. Term of Agreement and Renewal.
This Agreement shall become effective on October 1, 2019 after approval of the Hays County Commissioners Court, the Hays County Constable for Precinct 3, and the Wimberley City Council, as evidenced by the signatures below. This Agreement shall renew annually on October 1st of each year, which represents the commencement of a new fiscal year for each Party. Automatic renewals shall continue on an annual basis unless earlier terminated by one or both of the Parties This Agreement may be terminated, with or without cause, by either party hereto by giving ninety (90) days written notice of termination to the other party via certified mail, return receipt requested. Each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability.
The relationship of the County, the City and the Constable is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the City, and the City shall be responsible, as between the County, the City and the Constable, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the City. The City shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County, and the County shall be responsible, as between the County, the City and the Constable, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the County or Constable. The City will obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the City, the County, the Constable and their respective agents, officers and employees from and against any claim, cause of action or liability arising from any action, omission or failure to act by the City, its agents, officers and employees.

Article 6. Miscellaneous.
The County and the Constable shall have exclusive control, supervision and policymaking authority for and with respect to the services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the City, the County or the Constable, or to create any legal rights or claim on behalf of any third party. Neither the County, the City nor the Constable waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 7. NOTICE.
Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County
County Judge
111. E. San Antonio St., Suite 300
San Marcos, TX 78666

City of Wimberley
City Administrator
221 Stillwater
Wimberley, TX 78676

Article 8. DISPUTE RESOLUTION

8.1 Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Agreement, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Agreement a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

8.2 Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed ;upon), any of the parties may refer the claim or controversy to nonbinding mediation conducted by a mutually-agreed- upon party qualified' to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.3 Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

Article 9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations or arguments either written or oral.

9.2 Lawful Authority. The execution and performance of this Agreement by the County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this

Agreement constitutes the valid and enforceable obligations of the County and the City in accordance with its terms.

9.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

9.4 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

9.5 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.6 No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.7 Public Information Act. City and County are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

9.8 Additional Documents. The City and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.9 Compliance with Laws. In performing this Agreement, the City will comply with all local, state and federal laws.

9.10 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, The parties hereby execute in duplicate and attest this Agreement to be in full force and effect on October 1, 2019.

Hays County, Texas

Attest:

_____
Elaine Cardenas
Hays County Clerk
Date:_____

_____
Judge Ruben Becerra
Hays County Judge
Date:_____

_____
Ray Helm
Constable Precinct 3
Date:_____

City of Wimberley, Texas

Attest:

Laura J. Calcote
Laura Calcote
City Clerk
Date: 5/1/2020

Susan Jaggers
Susan Jaggers
Mayor
Date: 5/1/2020

EXHIBIT A
PAYMENT SCHEDULE

EXHIBIT "A"

I. The annualized cost of providing one full-time deputy constable is $84,315.

a. Salary: $57,148 (actual cost for one (1) F/T TRO)
b. Indirect Personnel Costs: $24,667 (e.g. uniform allowance, insurance, fringe)
c. Vehicle Maintenance: $2,500 (fuel and routine maintenance)

II. Payment for services shall be made according to the following schedule and billed at actual costs as outlined in Article 2, plus any future applicable salary and fringe increases:

1st Quarter (October - December)
2nd Quarter (January - March)
3rd Quarter (April - June)
4th Quarter (July – 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

Authorize the County Judge to execute First Amendment to the Professional Services Agreement between Hays County and Halff and Associates executed on or about September 19, 2017 related to flood mitigation assistance.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 22, 2020	10,000

LINE ITEM NUMBER

121-752-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	SHELL	N/A

SUMMARY

Funding is budgeted in Fund 121 in the FY21 budget for this agreement.

Attached: Letter Amendment

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN HAYS COUNTY AND HALFF ASSOCIATES INC.

This 1ST Amendment to the Professional Services Agreement regarding Flood Mitigation Assistance executed on or about ("Amendment") is made this 19th day of September 2017, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Halff Associates, Inc. (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

The terms of the original Professional Services Agreement shall be modified as follows:

A. Replace Section 4. Duration in its entirety with the following: The parties agree that the Work shall be performed in a manner consistent with the applicable standard of care and that Consultant shall use reasonable efforts to complete the services consistent with the detailed project schedule included in Exhibit "E"(hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

B. Amend Section 5 include: an additional ten thousand dollars ($10,000.00 USD) above the forty thousand dollars ($40,000.00 USD) contained in the original Agreement, and amend Exhibits "A" and "B" to include the scope and fee attached hereto (also referenced as Exhibits "A" and "B").

C. Replace Section 9. Insurance in its entirety with the following: Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as an additional insured (also referred to herein as "co-insured"). This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) of the new policy date at the following address: Office of General County, Hays County Courthouse, 110 East San Antonio, Suite 202, San Marcos, Texas 78666.

D. Replace 1st paragraph of Section 10. Mutual Indemnity in its entirety with the following: Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reimbursement of County's reasonable attorney's fees in proportion to the Contractor's liability, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

E. **Replace Section 22. Work Product in its entirety with the following:** Upon Consultant's completion of the professional services that are the subject of this Agreement and Consultant's receipt of payment in full for said services, Consultant agrees that the final instruments representing Consultant's professional services, whether in the form of calculations, letters, findings, opinions, or the like, shall be provided to County and County will have, in the form of a non-exclusive license, and that such license shall permit County to perform each and every right necessary for County to perform its duties to the public, including the rights of possession and unlimited use for the purposes of reviewing, bidding, constructing, operating and maintaining the improvements, if any, envisioned by such instruments. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Professional Services Agreement hereby executed this ___ day of _____, 2020, as is evidenced by the authorized signatures of the Parties, below.

CONTRACTOR

_____

Halff Associates, Inc.
Cindy Engelhardt, PE, CFM

COUNTY

_____

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____

ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

EXHIBIT "A"

Scope of Work

Introduction:

Following the 2-Dimensional Modeling of the Purgatory Creek and Willow Springs Creek Overflow Area and the 2-Dimensional Schematic Flood Mitigation Analysis for the Public Safety Building, the County desires to apply for funding through the General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT). Halff will assist Hays County and the County's Grant Administrator Consultant, by providing project engineering information to prepare a GLO CDBG-MIT application for the Willow Springs Mitigation project. Halff shall provide engineering services in support of the grant application building upon our prior schematic mitigation analysis.

Scope of Work:

Task 1: Project Management

Halff project management activities shall include task leadership and direction, project meetings, monthly project status reports, telephone and written communication as needed, project schedule development and update as needed, personnel and data management among other general project management activities.

- Kick-off meeting with the County and Grant Administrator to confirm the objectives and deliverables.
- Meet with the County and Grant Administrator to review final deliverables.
- Progress reporting and invoicing for project.

Task 2: Pre-Award Grant Application Support

Associated with prior Hays County projects, Halff will provide the following items.

- Schematic drawings
- Schematic quantities

The engineering services in support of the grant application shall include development of the following items in accordance with the General Land Office CDBG-MIT Competition Application Guide.

- Project Descriptions
- Exhibits showing the extents of proposed project
- Exhibits to quantify flood reduction benefits of the project
- Anticipated project schedule
- Estimate of probable construction cost

This scope of work for the CDBG-MIT Grant Application Engineering Services does not include Environmental Engineering, Design, Bid Phase or Construction Phase (post-award) services.

EXHIBIT "B"

Fee Schedule

Task	Fee
Task 1: Project Management	$2,000
Task 2: Pre-Award Grant Application Support	$8,000
TOTAL	**$10,000**

Rate Schedule

Rate Category	Hourly Rate
Engineering Technician I (1-5)	$70.00
Engineering Technician II (5-10)	$80.00
Engineering Technician III (10-15)	$105.00
Engineering Technician IV (15-20)	$125.00
Engineer in Training	$115.00
Professional Engineer I (4-8)	$130.00
Professional Engineer II (8-10)	$150.00
Professional Engineer III (10-15)	$175.00
Professional Engineer IV (15-20)	$200.00
Professional Engineer V (20-25)	$220.00
Supervisory Engineer I (8-10)	$185.00
Supervisory Engineer II (10-12)	$205.00
Supervisory Engineer III (12-15)	$230.00
Supervisory Engineer IV (15-20)	$250.00
Supervisory Engineer V (20-25)	$265.00
GIS Analyst I (1-5)	$80.00
GIS Analyst II (5-10)	$95.00
GIS Analyst III (10-15)	$115.00
Administrative Assistant	$60.00
Contract Admin Specialist IV	$90.00

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

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 between Hays County and LNV, Inc. for the SH 21 at FM 1966 Intersection/Safety Improvements project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 22, 2020	$20,000

LINE ITEM NUMBER

035-801-96-525.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	INGALSBE	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by $20,000.00 from $225,000.00 to $245,000.00. This will allow for the execution of Supplemental #1 to Work Authorization #2 which authorizes design changes to incorporate an adjacent private development project at the north leg of the intersection. Design tasks include an additional signal pole to include all traffic entering and exiting proposed development, extending FM 1966 right turn lane to incorporate new proposed conditions, and all survey for design work including utility survey. Two plan sets will be developed to meet TxDOT's current bid packages. SH 21 and FM 1966 shall be separate PS&E packages to allow for implementation to ongoing TxDOT projects and be constructed as change orders to these contracts. This effort will be funded through the 2016 Road Bond Program project number 5-525-034.

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
SH 21 AT FM 1966 ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and LNV, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective December 4, 2018 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $225,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $225,000 to $245,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Derek Naiser, PE	_____
Printed Name	Printed Name
Managing Principal	_____
Title	Title
9/9/20	_____
Date	Date

9/9/2020

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 consider the release of the maintenance bond #0722765 in the amount of $709,843.20, and the acceptance of roads into the county road maintenance system for Stonefield subdivision, Section 12.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Tanzanite Circle (380 ft.), Moon Stone Trail (450 ft.), and Emerald Green Trail (1,200 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 consider the release of the maintenance bond #46BCSHY1378 in the amount of $188,835.86, release of the revegetation bond #K13533428 in the amount of $61,000.00, and the acceptance of roads into the county road maintenance system for Burba Ranch subdivision (a.k.a. Estates of Sawyer Ranch).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SMITH	N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Gus Drive (327 ft.), Call Drive (2,366 ft.), Spoon Cove (846 ft.), July Johnson Drive (3,527 ft.), and Dish Drive (381 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 approve a Resolution Supporting the Development of the Robert S. Light Blvd. Extension Project and Urging the Texas Department of Transportation to Approve the Robert S. Light Blvd. Extension Project Environmental Document in a Timely Manner So That the Development of the Robert S. Light Blvd. Extension Project May Proceed to Construction As Expeditiously As Possible.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 22, 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
Jerry Borcherding, P.E., Transportation Director	JONES	N/A

SUMMARY

The Robert S. Light Blvd. Extension project from Robert S. Light Blvd. at RM 967 to FM 1626 is an element of the Texas Department of Transportation (TxDOT)-Hays County Partnership Program. The County has moved forward with project development, including environmental documentation, construction design, right-of-way acquisition and utility relocation. TxDOT has approved the draft Environment Assessment for a Public Hearing, which will be held virtually between September 24, 2020 and October 9, 2020, with an in-person option on September 24, 2020. The Robert S. Light Blvd. Extension project will provide a safe alternate route for the residents, commuters and commercial users currently utilizing local roadways not designed to safely handle the level of traffic currently being experienced. The project will improve overall safety and provide an efficient connection from FM 1626 and FM 2770 to I-35 south of the City of Buda which will improve local and regional connectivity and response times for the region's police and emergency services. The Robert S. Light Blvd. project is anticipated to be let for construction by the Texas Department of Transportation in 2021.

A Resolution of the Hays County Commissioners Court Supporting the Development of the Robert S. Light Blvd. Extension Project and Urging the Texas Department of Transportation to Approve the Robert S. Light Blvd. Extension Project Environmental Document in a Timely Manner So That the Development of the Robert S. Light Blvd. Extension Project May Proceed to Construction As Expeditiously As Possible.

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, Hays County and the Texas Department of Transportation (TxDOT) have entered into an Advance Funding Agreement for the Hays County-TxDOT Partnership Program which outlined the roles and fiscal responsibilities of both parties regarding the project development and construction of various roadway improvements included in the Partnership Program; and

WHEREAS, the Robert S. Light Blvd. Extension project from Robert S. Light Blvd. at RM 967 to FM 1626 is an element of the Hays County-TxDOT Partnership Program; and

WHEREAS, Hays County has moved forward with project development for the Robert S. Light Blvd. Extension project, including schematic development, environmental clearance, right-of-way acquisition, utility coordination and construction design; and

WHEREAS, TxDOT is funding construction of the initial Phase of the Robert S. Light Blvd. Extension project; and

WHEREAS, Hays County is among the fastest-growing counties in Texas and the nation, and has experienced rapid growth on local roads, including local roads such as RM 967 and FM 2770 which are utilized by commuters, residents and local cement and asphalt plants transporting large numbers of loads on a regular basis; and

WHEREAS, these local roads are not designed to safely handle the level of traffic currently being experienced and especially the level of heavy commercial traffic; and

WHEREAS, the Robert S. Light Blvd. Extension project will provide a safe alternate route for these commercial users, improving overall safety, and provide an efficient connection from FM 1626 and FM 2770 to I-35 south of the City of Buda which will improve local and regional connectivity and response times for the region's police and emergency services;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

(a) That the Commissioners Court of Hays County does hereby support the development of the Robert S. Light Blvd. Extension project and urges the Texas Department of Transportation to approve the Robert S. Light Blvd. Extension project Environmental Document in a timely manner so that the development of the Robert S. Light Blvd. Extension project may proceed to construction as expeditiously as possible.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2020.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

20200922RobertSLight_PublicHearingSupport-HaysCountyCLEAN.docx

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve a Removal and Reimbursement Agreement between Hays County and Texaco Downstream Properties, Inc. and authorize the County Judge to execute the Removal and Reimbursement Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 22, 2020	$79,460.70

LINE ITEM NUMBER

033-802-96-635.5623_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	JONES	N/A

SUMMARY

The County is pursuing development of the Robert S. Light Blvd. Extension project from Robert S. Light Blvd. at RM 967 to FM 1626 as an element of the TxDOT-Hays County Partnership Program. The County is in the process of securing a Possession and Use Agreement (PUA) on a property. The PUA is needed for project development to move forward. A portion of a pipeline owned by Texas Downstream Properties, Inc. (TDPI) crosses the property for which the County is pursuing the PUA. As the owner of the pipeline, TDPI will remove the portion of the pipeline crossing the subject property and will terminate and release its rights in the right-of-way on the property where the pipeline has been removed. The County will reimburse TDPI for the removal costs, currently estimated to be $79,460.70. The Removal and Reimbursement Agreement addresses the roles and responsibilities related to the removal of the pipeline by TDPI and reimbursement by the County. The Robert S. Light Blvd. Extension project is anticipated to be let for construction by the Texas Department of Transportation in 2021.

REMOVAL AND REIMBURSEMENT AGREEMENT

This removal and reimbursement agreement is between **TEXACO DOWNSTREAM PROPERTIES INC.,** a Delaware corporation ("**TDPI**") and Hays County, a political subdivision of the State of Texas ("**County**").

County is pursuing possession and use of public right of way upon and through that certain tract of land containing 14.331 acres of land, more or less, out of 351.754 acres of land, more or less, situated in Hays County, Texas as more particularly described in that certain warranty deed dated October 17, 1977, recorded in Volume 302, Page 194 of the Official Public Records of Real Property of Hays County, Texas, attached as Exhibit A hereto (the "**Property**");

TDPI is the current owner of a pipeline ("**Pipeline**"), a portion of which crosses the Property pursuant to the terms of that certain Right of Way dated May 27, 1947, recorded in Volume 138, Page 190-191of the Deed Records of Hays County, Texas, originally granted to The Texas Pipe Line Company, attached as Exhibit B hereto (the "**ROW**");

County has reviewed the above listed ROW and hereby verifies that it correctly lists the ROW that crosses the Property;

County has requested TDPI to remove the Pipeline from the Property and to terminate and release its rights in the ROW where the Pipeline has been removed;

TDPI, for the mutual benefit of the parties, is willing to remove the Pipeline and to terminate and release its rights in the ROW on the Property where the Pipeline has been removed, once certain conditions have been met, in exchange for the agreement by the parties to the terms set forth herein.

The parties therefore agree as follows:

1. **Performance of the Work; Testing of the ROW**.

(a) Prior to any excavation activity or Work (defined in Section 1(b) below), County shall identify the exact location of the Pipeline to be removed with markers that remain in place until such time as that portion of the Pipeline is removed. **No excavation activity or Work (defined in Section 1(b) below) on the ROW shall take place without verification by TDPI or its representative that the limits of the Pipeline to be removed have been marked by the County. Any rights of entry to access the Property will be coordinated with Centex, by TDPI.**

(b) TDPI shall (i) remove approximately three hundred seventy (370) feet of the Pipeline (the "**Removed Pipeline**") from the ROW; (ii) conduct environmental testing ("**Testing**") on the Removed Pipeline and the ROW where the Pipeline has been removed; and (iii) backfill the ROW where the Pipeline has been removed with non-compacted native soil only (this entire process is hereinafter to be referred to as the "**Work**"). TDPI reserves the right to change the length of the Removed Pipeline and leave a section or sections of the Pipeline in place on the Property if, in the sole opinion

of TDPI or their representatives, field conditions necessitate that the length needs to change or that a section or sections remain(s) in place.

(c) TDPI shall be responsible for coordinating and performing the Work, including providing all material and labor necessary to complete the Work. The Work shall be conducted in a good and workmanlike manner and in compliance with any and all laws and regulations. TDPI shall not permit any liens to attach to the Property by reason of the exercise of TDPI's obligations hereunder.

(d) The County shall be responsible for obtaining all applications, permits and other documents that might reasonably be required and shall request and obtain the necessary governmental authorizations or consents regarding the development of the Property and removal of the Pipeline. The County is required to obtain all approvals associated with any permits, or any required variances, including environmental measures and traffic control requirements. County shall implement and comply with the same in accordance with any applicable law. To be clear, compliance with any and all permits or plans is the responsibility of the County.

(e) County designates the following representative(s) to attend an initial meeting at the Property regarding the Work to be performed. The representative(s) shall also be available during the performance of Work to discuss ongoing Work and any related field conditions (if in TDPI's sole opinion such discussions are necessary), including those instances where TDPI may leave a section or sections of the Pipeline in place on the Property if, in the sole opinion of TDPI or its representatives, field conditions necessitate that a section or sections remain(s) in place.

County Representative:
Name: Jerry Borcherding, P.E.
Telephone Number: (512) 393-7385
Email: jerry@co.hays.tx.us

(f) The Work shall commence within a reasonable time after TDPI receives: (i) a fully executed original of this agreement signed by all parties; (ii) payment by County of the estimated cost of the Work as set forth in Section 4 (*Payment for the Work*) below; (iii) County's representative attends a meeting at the Property regarding the Work and (iv) County obtains all necessary approvals, permits, plans, and specifications from all governmental or regulatory authorities required to do the Work. Except for delays due to weather, or other factors beyond TDPI's control as set forth in Section 11 (*Force Majeure*), TDPI shall diligently conduct the Work to its completion.

2. **Preparation of ROW; Removal of Fences**. Prior to commencement of the Work, TDPI shall obtain access to the ROW, to include identifying clear access to the ROW for TDPI's pipeline removal equipment and shall ensure that all livestock are confined a safe distance from the ROW, identify an equipment and roll-off box staging area, and remove all fences and structures that interfere with the Work to be performed under this Agreement. After the Work has commenced, County shall not conduct any activity or operations within the ROW during performance of the Work, unless previously scheduled with and approved by TDPI. After the

Work is completed, TDPI and or, if agreed upon, County shall be responsible for the replacement of the fences and structures that were removed in order to accommodate the Work.

3. **Testing Results and Termination and Release of Easement**. The Testing shall include all investigation of the Removed Pipeline and ROW area, in its sole discretion, to be necessary, including soil sampling and laboratory analysis. County may have additional testing on the Removed Pipeline and ROW area. Upon completion of the Testing, the following shall apply:

(a) In the event the Testing results are non-detect or below residential use standards pursuant to the Texas Risk Reduction Program ("**TRRP**") requirements under Title 30 of the Texas Administrative Code, Chapter 350, for petroleum hydrocarbons or other contaminants, TDPI shall terminate and release its rights, title and interest in the ROW following completion of the Work. However, prior to any such termination, County shall provide TDPI with a professional survey showing the exact location of the removed pipe and describing the area of removal in metes and bounds (the "**Survey**"). County shall furnish the Survey within ninety (90) days of the completion of the Work ("**Survey Deadline**"). In the alternative, if County fails to meet the Survey Deadline, TDPI reserves the right to obtain the Survey itself. Should TDPI obtain the Survey itself, the cost of the Survey will be itemized on the Invoice (defined in Section 4(c) below) and either deducted from any reimbursement received by County or added to any additional payment owed to TDPI as necessary. The Parties agree to utilize a form of Termination and Release of Easement substantially similar to that attached as Exhibit C.

(b) In the event the Testing results reveal the presence of petroleum hydrocarbon or other contaminants at unacceptable levels for property intended for residential use based upon TRRP requirements under Title 30 of the Texas Administrative Code, Chapter 350, and such contamination was caused by TDPI's operations of the Removed Pipeline in the ROW area, TDPI, at its sole cost and expense, will (i) pursue regulatory closure regarding the Property pursuant to the TRRP Remedy Standard A or B requirements under Title 30 of the Texas Administrative Code, Chapter 350, for commercial/industrial land or residential use, such Remedy Standard to be selected at TDPI's sole discretion, until TDPI is in receipt of a Remedy Standard A or B, as applicable, Remediation No Further Action letter from the Texas Commission on Environmental Quality ("**TCEQ**"), its successor, or other responsible state agency; and (ii) following receipt of such letter from the TCEQ, terminate and release TDPI's rights, title and interest in the ROW pursuant to the terms and conditions in set out in Section 3(a) above and Section 3(c) below.

(c) If the Testing results reveal the presence of contamination in accordance with Section 3(a) above, TDPI may require additional documents relating to such contamination, its future remediation, or the Removed Pipeline and ROW area, as a prerequisite to TDPI's execution of its termination and release of the ROW. Said additional documents would specify TDPI's obligations and liability, if any, relating to the presence of contamination on the ROW after the effective date of such termination and release of the ROW. County agrees that, without any additional consideration, it will

execute and deliver any further legal instruments and perform any acts which are or may become reasonably necessary to effectuate this Section 3.

4. **Payment for the Work.** County shall reimburse TDPI for the total cost of the Work. Payment shall be made as described below:

(a) County shall be responsible for paying TDPI the actual costs of conducting the Work, which shall include, but not be limited to, the plans and specifications developed to accomplish the Work, company labor, contractors, materials, and equipment rental, if applicable. A fee equivalent to ten percent (10%) of the total cost of the actual work costs shall also be paid by County to TDPI to account for overhead and indirect costs. Payment shall be made upon completion and invoicing

(b) The Work, including the overhead and indirect costs fee, is estimated to cost seventy nine thousand four hundred and sixty and 70/100 dollars ($79,460.70) as set forth in Exhibit D (the "**Cost Estimate**"). County hereby acknowledges that this is an estimate and that costs could vary from this amount, as further described in Section 4(c) below. However, TDPI will endeavor, in good faith, to keep all costs to a reasonable amount considering the scope of the Work, and shall not exceed the Cost Estimate by more than ten percent (10%) without obtaining County's prior written consent.

(c) Following County's submittal of all necessary documentation to TDPI, TDPI shall submit a summary of actual costs ("**Invoice**") for the Work to County. If, after concluding the relocation described in this Agreement, the total actual costs, including overhead and indirect cost fee, are less than the total payment made by County to TDPI, TDPI shall reimburse County the difference within one hundred and eighty (180) calendar days after completion of the Work. If, after concluding the relocation described in this Agreement, the total of the costs, including overhead and indirect cost fee, are more than the total payment previously made by County to TDPI, subject to the limitation provided by Section 4(b), County will pay TDPI the difference within thirty (30) calendar days of receipt by County of the Invoice for the cost, including overhead and indirect cost fee, of the Work. The ROW will only be terminated after the County has paid any amounts owed to TDPI in full.

(d) It is understood that the Cost Estimate as provided for above does not include any costs and expenses associated with the potential remediation of soil contamination in the ROW caused by TDPI's Pipeline.

5. **Restoration of the Property and the ROW**. After the Pipeline has been removed, TDPI will backfill the ROW with native non-compacted soil only. In the event that compaction of soil is necessary, County agrees to pay the additional cost of the compaction which is not included in the Cost Estimate. County understands and agrees that it shall be responsible for and will restore the ROW to the condition that it was in immediately preceding TDPI's commencement of the Work. The restoration includes all improvements of any kind, including but not by way of limitation, trees, shrubbery, buildings, trailers, construction shacks or sheds, fences, structures, pools, and other features of the ROW. Restoration of the ROW shall commence within thirty (30) calendar days of TDPI's completion of the Work. **IT IS EXPRESSLY UNDERSTOOD AND**

AGREED THAT TDPI AND ITS PARENT(S), SUBSIDIARIES, AFFILIATES, ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES ARE NOT RESPONSIBLE FOR RESTORATION OF THE PROPERTY AND THE ROW TO ITS CONDITION IMMEDIATELY PRECEDING TDPI'S COMMENCEMENT OF THE WORK.

6. **Property Access**. If TDPI at any time, either now or in the future, needs to access any remaining pipe on this Property, or needs to perform any remediation or environmental testing on this Property, County shall take all reasonable steps to cooperate with TDPI in its performance of any such action, including, but not limited to, providing TDPI with:

(a) access to the Property for the purpose of removing pipe;

(b) access to the Property for the purposes of inspecting, sampling, testing, excavating, investigating surface and sub-surface conditions, and, if needed, remediating soils and groundwater; and

(c) any copies of documentation, in County's custody, possession or control that relate in any way to contamination or potential claims covered by this Agreement.

7. **Termination; Rights and Obligations Upon Termination**.

(a) At any time prior to the commencement of the Work, each of TDPI and County may terminate this Agreement for any reason by giving written notice to the other party, delivered in accordance with Section 13 (*Notices*), indicating such party's intention to terminate this Agreement. In the event either party elects to terminate this agreement in accordance with this Section 7(a), within sixty (60) calendar days of giving notice of termination, TDPI agrees to return to County any amounts paid to TDPI pursuant to this Agreement prior to the date of such termination. If County is the terminating Party, then TDPI may charge an administration fee of three thousand five hundred and no/100 dollars ($3,500.00) at the time of termination and subtract that from the amount being repaid to County.

(b) After the Work has begun but before the removal of the Pipeline from the ROW is complete, if previously undisclosed information about the Property or a changed understanding of conditions where the Pipeline is to be removed becomes available, each of TDPI and County may terminate this Agreement by giving written notice to the other party, delivered in accordance with Section 13 (*Notices*), indicating such party's intention to terminate this Agreement. In the event either party elects to terminate this Agreement in accordance with this Section 7(b), TDPI agrees to return to County any amounts paid to TDPI pursuant to this Agreement prior to the date of such termination less any amount required to reimburse TDPI for all costs, including overhead and indirect costs, incurred by TDPI pursuant to this Agreement as of the date of such termination.

(c) If either party elects to terminate this Agreement, the parties agree that TDPI's obligations to terminate and release the ROW are null and void.

8. **RELEASE. COUNTY HEREBY FULLY RELEASES, HOLDS HARMLESS, AND FOREVER DISCHARGES TDPI AND ITS PARENT(S), SUBSIDIARIES, AFFILIATES, ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ANY ACTUAL OR POTENTIAL LIABILITY FOR COSTS OR CLAIMS ON ACCOUNT OF, OR WITH RESPECT TO BODILY INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM TDPI'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT INCLUDING DAMAGES SUSTAINED BY ANY INDIVIDUAL PROPERTY OR TO ANY IMPROVEMENTS OF ANY KIND, INCLUDING, BUT NOT BY WAY OF LIMITATION, TREES, SHRUBBERY AND/OR PLANTS, SPRINKLER SYSTEM, SOD, ELECTRICAL, UTILITIES, FOUNDATION, HOUSES, STRUCTURES, BUILDINGS, TRAILERS, CONSTRUCTION SHACKS OR SHEDS, FENCES, STRUCTURES, POOLS, AND OTHER FEATURES OF THE PROPERTY AND ROW. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING RELEASE, HOLD HARMLESS AND DISCHARGE SHALL NOT APPLY TO COSTS OR CLAIMS COUNTY MAY HAVE AGAINST TDPI IN CONNECTION WITH ENVIRONMENTAL CONTAMINATION OF THE PROPERTY RESULTING FROM TDPI'S OPERATION OF THE PIPELINE.**

9. **INDEMNITY. EXCEPTING FOR ENVIRONMENTAL CONTAMINATION OF THE PROPERTY RESULTING FROM TDPI'S OPERATION OF THE PIPELINE, AND TO THE EXTENT ALLOWABLE BY LAW, WITHOUT NECESSITATING THE CREATION OF A SINKING FUND, COUNTY SHALL DEFEND, INDEMNIFY, REIMBURSE AND HOLD HARMLESS TDPI AND ITS PARENT(S), SUBSIDIARIES, AFFILIATES, ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES (INCLUDING PROPERTY DAMAGE OR DEATH OR INJURY TO ANY PERSONS), COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' AND CONSULTANTS' FEES AND COSTS), LOSSES, LIABILITIES, AND OBLIGATIONS (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RESULTING FROM TDPI'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT. LOSSES, LIABILITIES, AND OBLIGATIONS INCLUDE, BUT ARE NOT LIMITED TO, ACTUAL OR POTENTIAL LIABILITY FOR COSTS OR CLAIMS ON ACCOUNT OF, OR WITH RESPECT TO BODILY INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM TDPI'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT INCLUDING DAMAGES SUSTAINED BY ANY INDIVIDUAL PROPERTY OR TO ANY IMPROVEMENTS OF ANY KIND, INCLUDING, BUT NOT BY WAY OF LIMITATION, TREES, SHRUBBERY AND/OR PLANTS, SPRINKLER SYSTEM, SOD, ELECTRICAL, UTILITIES, FOUNDATION, HOUSES, STRUCTURES, BUILDINGS, TRAILERS, CONSTRUCTION SHACKS OR SHEDS, FENCES, STRUCTURES, POOLS, AND OTHER FEATURES OF THE PROPERTY AND ROW, EXCEPT THAT COUNTY'S OBLIGATION TO INDEMNIFY TDPI AS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO THE EXTENT THAT THE LOSSES, DAMAGES, CLAIMS OR EXPENSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TDPI (INCLUDING TDPI'S CONTRACTORS AND SUBCONTRACTORS).**

10. **Assignment**. This Agreement shall not be assigned, sublet or transferred in whole or in part by any Party, except with the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempt to do so without such written consent shall be void.

11. **Force Majeure**. In the event that the performance required under the terms of this agreement by TDPI is delayed or prevented by fire, explosion, act of God, riots, strikes, labor disputes, any order, or regulation, by any governmental authority, or any similar cause which is reasonably outside the control of the parties, such required performance shall be excused for that period of time the force majeure prevents performance. In the event any delay due to force majeure occurs or is anticipated, the affected party shall promptly notify the other party of such delay and the cause and estimated duration of such delay. The affected party shall exercise due diligence to shorten, avoid, and mitigate the effects of the delay and shall keep the other party reasonably advised as to the affected party's efforts and its estimate of the continuance of the delay. In no event shall County be entitled to any damages of any kind including without limitation, direct, consequential or otherwise whether based in contract, tort, (including negligence and strict liability) or otherwise, or to any adjustment to the consideration payable hereunder because of any delay due to force majeure.

12. **Audit of Records**. TDPI shall retain accurate and complete records of all expenses related to the Work, and such records shall be available to County for inspection and audit for a period of six (6) months after completion of the Work. Such audit shall be limited to the data relating to the costs County is responsible for reimbursing TDPI under this Agreement.

13. **Notices**. All notices, consents, or demands required by this Agreement or other communication between the parties shall be deemed to have been given when reduced to writing and (a) delivered personally, (b) deposited in the United States mail, first class, postage prepaid, return receipt requested (c) sent via an established national overnight delivery service (such as Federal Express) charges prepaid, or (d) sent via an electronic communications method provided the sender obtains written confirmation of receipt of the communication by the electronic communication equipment, addressed as follows:

TEXACO DOWNSTREAM PROPERTIES INC.

c/o Ruth Parks
AECOM
19219 Katy Freeway, Suite 100
Houston, TX 77094
Tel: 281-675-3586
Fax: 281-646-2401

and

Ms. Aubrey Waddail
Environmental Remediation
Project Manager
Superfund and Specialty Portfolios
Business Unit
Chevron Environmental Management
Company
1400 Smith Street, Room 33133
Houston, Texas 77002
Tel: (713) 372-2054
Email: awaddail@chevron.com

COUNTY

Attn: Mark Kennedy
Office of General Counsel
111 E. San Antonio St., Ste. 202
San Marcos, TX 78666
Tel 512-393-2219
Fax: 512-392-6500
mark.kennedy@co.hays.tx.us

14. **CHOICE OF LAW**. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CHOICE OF LAW RULES.

15. **Entire Agreement; Amendments**. This agreement, and all attachments, specifications or exhibits attached hereto constitute the entire agreement between the parties and supersedes all previous oral and written communications including, specifically, and without limitation, the provisions of any bid, quote, proposal, or request therefore unless and only to the extent such provision is expressly contained herein. No amendment shall be effective unless in writing, specifically referencing this agreement, and signed by all parties.

16. **Effectiveness; Date**. This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

[THIS SPACE INTENTIONALLY BLANK]

Each party has executed this reimbursement agreement on the date stated below that party's signature.

TEXACO DOWNSTREAM PROPERTIES INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

HAYS COUNTY, a political subdivision of the State of Texas.

By: _____

Name: _Ruben Becerra__ _____

Title: _County Judge_____

Date: _____

Exhibit A	Property - Possession and Use Agreement
Exhibit B	ROW
Exhibit C	Termination and Release of Easement
Exhibit D	Cost Estimate

Exhibit A
Property

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between COUNTY OF HAYS (the "County" or "Grantee") and CENTEX MATERIALS LLC (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, a right to possession and use of the Grantor's property for the purpose of constructing a portion of roadway Robert S. Light Blvd., from FM 1626 to RM 967 at Robert S. Light Blvd. (the "Highway Construction Project"). The right of possession and use herein granted to the County is irrevocable except in the event of automatic termination described in paragraph 10 herein. The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to COUNTY OF HAYS the right of entry and possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements, except the County shall not remove, alter, or obstruct in any way the road known as the "haul road" that connects the quarry to the processing plant. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. All activities by the County, its contractors, and assigns shall be restricted to the boundaries of the Property, and will not interfere with any ongoing quarry activities. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of Two Hundred Sixty Six Thousand Five Hundred Twenty Two Dollars and no/100 ($266,522.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment; however, the parties also agree the sum tendered to

Grantor is irrevocable and no amount thereof will be returned or refunded to the County or the State in the event the final settlement amount, Special Commissioners' award or court judgment is less than $266,522.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents by, through and under Grantor, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   This conveyance is made by Grantor and accepted by Grantee subject to the following:

   a. visible and apparent easements not appearing of record;
   b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show; and
   c. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hays County, Texas that affect the property, but only to the extent said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the date the County files an original petition to commence eminent domain proceedings on the Property. At any time after the County files said petition, Grantor may request in writing that the County schedule a special commissioners' hearing for this matter. Upon receipt of this written request from Grantor, the County shall, within 14 days, file in the presiding court a request to schedule a special commissioners' hearing for this matter. In the request it files, the County shall request that the special commissioners' hearing occur within 30 days of the date the request is filed or as soon thereafter as possible.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. Notwithstanding the acquisition of right of possession to the Property by the County, in the event a condemnation proceeding results in a Special Commissioners' Award in excess of the amounts tendered to Grantor herewith, the County shall deposit the balance into the registry of the court within thirty (30) days of the Special Commissioners' Hearing. In the event the County fails to deposit the balance into the registry of the court within 30 days of the Special Commissioners' Hearing, this possession and use agreement automatically terminates and the County shall have no right to possession and use of the Property until such balance is deposited into the registry of the court.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to COUNTY OF HAYS and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

By: David Loftis

Printed Name: David Loftis

Title: VP Operations

Date: 10/2/19

Acknowledgement

State of Texas
County of TRAVIS

This instrument was acknowledged before me on October 4, 2019

by DAVID LOFTIS.

MELISSA CARRANZA
Notary Public, State of Texas
Comm. Expires 04-02-2022
Notary ID 129771905

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____201_ by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

COUNTY OF HAYS

By:

_____
Bert Cobb, MD, County Judge

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 201_ by _____, _____, on behalf of HAYS COUNTY.

_____
Notary Public, State of Texas

ROUTING FOR APPROVAL ONLY

APPROVED: _____
Marisol Alonzo-Villareal, County Auditor

APPROVED: _____, County Commissioner Pct. ___

APPROVED AS TO FORM

_____
Mark D. Kennedy
A.D.A. – Chief- Civil Division
SBOT#24032498

Exhibit B
ROW

FORM PL-101 (10-46) SM

R/W #11

R/W NO. 11
MAP NO. 1232
GPT NO. 34
EST NO. 228
ROD NO. 228

Know All Men by These Presents: That I, J. L. Heller, a bachelor

of the postoffice of Buda in the State of Texas

for and in consideration of One Hundred Nineteen and No/100 Dollars,

cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto THE TEXAS PIPE LINE COMPANY, a corporation of Texas, the right to lay, operate and maintain a pipe line for the transportation of oil, gas, petroleum products, or any other material or substance which can be transported through a pipe line, or any one or more of such substances, the grantee selecting the route, upon, over and through the following described land, situated in the County of Hays in the State of Texas:

All of that certain tract or parcel of land, being a part of the M.M.McCarver League in Hays County, Texas, containing 130 acres, more or less, and being the same land described in that certain deed dated the 17 day of July, 1939, from J. L. Robbins, Independent Executor of the Estate of Louis Heller, deceased, to Jacob L. Heller, and recorded in Vol. 119, page 96, of the Deed Records of Hays County, Texas, to which said deed and the record thereof reference is made for further description.

All that certain tract or parcel of land, being a part of the M. M. McCarver League in Hays County, Texas, containing 282.04 acres, more or less, and being the same land described in that certain deed dated the 19th day of April, 1937, from J. C. Ruby and wife, Louise Maude Ruby, to J. L. Heller, recorded in Vol. 114, page 307, of the Deed Records of Hays County, Texas, to which said deed and the record thereof reference is here made for further description.

L189-1

~~Also the right to lay, operate, and maintain, adjacent to and parallel with the first, a second pipe line;~~ and the grantee at any and all reasonable times shall have the right of ingress to and egress from such pipe lines and may remove the same in whole or in part at will.

TO HAVE AND TO HOLD the said easements unto said THE TEXAS PIPE LINE COMPANY, its successors and assigns, so long as such structures are maintained.

And by the acceptance hereof the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 9th day of April 1947.

J. L. Heller

Witnesses:

C. H. Bass

DOCUMENTARY 5 CENTS

DOCUMENTARY 5 CENTS

RECEIVED MAY 2 1947 T. COOPER R/W

THE STATE OF Texas
COUNTY OF Hays

SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared J. L. Heller, a bachelor known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of April, 1947

L. L. Carter — L. L. CARTER
Notary Public in and for Hays County, Texas

FORM APPROVED

FORM PL-101 (10-46) SM

R/W #11

R/W NO. 11
MAP NO. 2732
DFT NO. 1238
EST NO. 34
RODS 228

Know All Men by These Presents: That I, J. L. Heller, a bachelor

of the postoffice of Buda in the State of Texas

for and in consideration of One Hundred Nineteen and no/100 Dollars,

cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto THE TEXAS PIPE LINE COMPANY, a corporation of Texas, the right to lay, operate and maintain a pipe line for the transportation of oil, gas, petroleum products, or any other material or substance which can be transported through a pipe line, or any one or more of such substances, the grantee selecting the route, upon, over and through the following described land, situated in the County of Hays in the State of Texas:

All of that certain tract or parcel of land, being a part of the M.M.McCarver League in Hays County, Texas, containing 130 acres, more or less, and being the same land described in that certain deed dated the 17 day of July, 1939, from J. L. Robbins, Independent Executor of the Estate of Louis Heller, deceased, to Jacob L. Heller, and recorded in Vol. 119, page 96, of the Deed Records of Hays County, Texas, to which said deed and the record thereof reference is made for further description.

All that certain tract or parcel of land, being a part of the M. M. McCarver League in Hays County, Texas, containing 282.04 acres, more or less, and being the same land described in that certain deed dated the 19th day of April, 1937, from J. C. Ruby and wife, Louise Maude Ruby, to J. L. Heller, recorded in Vol. 114, page 307, of the Deed Records of Hays County, Texas, to which said deed and the record thereof reference is here made for further description.

L189-1

~~Also the right to lay, operate, and maintain, adjacent to and parallel with the first, a second pipe line;~~ and the grantee at any and all reasonable times shall have the right of ingress to and egress from such pipe lines and may remove the same in whole or in part at will.

TO HAVE AND TO HOLD the said easements unto said THE TEXAS PIPE LINE COMPANY, its successors and assigns, so long as such structures are maintained.

And by the acceptance hereof the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 9th day of April 1947.

J. L. Heller

Witnesses:

C. H. Bass

RECEIVED MAY 9 1947 T. COOPER R/W

THE STATE OF Texas
COUNTY OF Hays

SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared J. L. Heller, a bachelor known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of April, 1947

L. L. Carter — L. L. CARTER
Notary Public in and for Hays County, Texas

FORM APPROVED

STATE OF TEXAS
COUNTY OF HAYS

I, SARAH REED, Clerk County Court, Hays County, Texas, certify that the foregoing instrument of writing, with its certificate of authentication, was filed in my office for record on the 21 day of May A.D. 1947 at 1 o'clock P. M., and duly recorded the 27 day of May A.D., 1947 at 9:15 o'clock A. M., in Volume 138 on Pages 190-191 Records of Hays County, Texas.

Witness my hand and the Seal of the County Court of said County, at office in San Marcos, this day and year last above written.

Sarah Reed
Clerk County Court, Hays County, Texas

By Louise Dupree Deputy

13502

COMPARED

RIGHT OF WAY GRANT

FROM

J. L. Heller

TO

THE TEXAS PIPE LINE COMPANY

R/W NO. 13
MAP NO. DX22/3
DIV NO. 1123F
EST NO. 34
WOOD 22C

Filed for record on the 21 day of May, 1947, at 1 o'clock P. M., and recorded on the 27 day of May, 1947, in Vol. 138, at pages 190-191, Deed Records of this County.

Sarah Reed
Clerk of the County Court,
Hays County, Texas

By Louise Dupree
Deputy.

Mail: A. T. Harper
P.O. Box 2332
Houston 1, Texas

JOINT ACKNOWLEDGMENT BY HUSBAND AND WIFE

THE STATE OF TEXAS,
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

and his wife,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and that she did not wish to retain it.

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and the actuarial wife joined therein exclusive of the husband, and that she did not wish to retain it.

Given under my hand and seal of office this the day of A. D. 19

Notary Public in and for County, Texas

PROOF BY WITNESS

THE STATE OF
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me, stated on oath that he was the grantor, or person who assisted the foregoing instrument, whose the same, and that he signed the same as a witness at the request of the grantor.

Given under my hand and seal of office this day of 19

In and for County.

R/W No. 12
Map No. 2732-13
Est. No. 34

LIMITED TITLE CERTIFICATE

I hereby certify to THE TEXAS PIPE LINE COMPANY of Houston, Texas after an examination of the records of the county in which the real property hereinafter described is situated, that:

1. The last record owner of said premises is: JACOB L HELLER

as described by the Deed of Record dated the 17th day of July, ~~XXX~~ 1939, wherein
J L Robbins, Independent Executor of the Estate of Louis Heller, dec

is named as Grantor and the above person is named as Grantee, recorded in the Office of the Recorder of Deeds for the County of Hays State of Texas, Volume 119, Page 96.
(If not by deed, state how)

2. That the said property is described by the said Deed in the manner set forth: XXX all that certain lot, tract or parcel of land, lying and being situated in the County of Hays and in the State of Texas and more particularly described as follows: One Hundred and Thirty (130) acres of land, more or less, in Hays County, Texas, a part of the M M McCarver League, in Hays County, Texas, and described by metes and bounds as follows: BEGINNING at the south east corner of that 36 acre tract of land conveyed by William Gaisaik and wife, Mrs Louisa Gaisaik to Louis Heller by deed dated October 4, 1881, recorded in the Deed Records of Hays County, Texas, Book "P", pages 110-to 112; thence S ~~XX~~ 43 degrees West 180 varas to south west corner of said Gaisaik tract at an old eml stump; thence S 78 degrees E 105 varas; thence S 55½ degrees E 62 varas; thence South 43½ degrees E 147 varas; thence South 34 degrees E 134 varas; thence South 5 degrees West 179 varas; thence North 44 degrees West 580 varas to the West line of Gaisaik tract at a stone mound; thence with the West line of said Gaisaik tract as follows: N 76½ degrees W 64 varas; N 62 degrees W 54 varas; N 48½ degrees W 41 varas; N 42½ degrees W 120 varas; N 40 Degrees W 240 varas N 31 degrees W 63½ varas to a stone mound for North west corner of Gaisaik tract a live oak 24" in diameter bears S 25 Degrees W 20 varas; thence S 83 degrees E 161 varas to the center of Mustang branch or creek, a corner from which a pin oak 16" in diameter bears S 69½ degrees W 10 varas; thence down the center of said Mustang branch N 64 degrees W 134 varas; thence N 25½ degrees West 260 vrs

3. That said Deed refers to no mortgages or other liens or encumbrances except: OVER

No exceptions

4. That no mortgages appear of record to have been created by the said Grantee except:

No exceptions

5. That none of the above mentioned mortgages have been satisfied of record except:

No exceptions

Dated this 10th day of March, 1947, at _____ o'clock, ____. M

Paul E. Harrington
Signature
Paul E Harrington

Use reverse side to list additional heirs or long description.

No Remarks

DESCRIPTION CONTINUED:

to the center of Onion creek; thence down the center of Onion Creek with its meanders as follows: N 40 Degrees E 200 varas; N 39 degrees E 606 varas; N 30 degrees E 330 varas to the north east corner of the Bunton tract; thence South 1120 varas to the south line of said Gaisaik tract; thence S 83 Degrees E 61 varas a corner; thence S 29½ degrees E 250 varas to the place of beginning, containing 130 acres of land, more or less, together with all improvements thereon; XXX

DESCRIPTION OF LAND CONTINUED:

top of bluff on south side of creek, from which a 10" livecoak bears S 16 feet, and two 24" live oaks bears S 79 Deg W 80 feet and 86 feet; THENCE S 1 Deg 54' W along the fence the east line of a 27 acre tract conveyed to J U Barton by I M Breedlove by deed recorded in Vol E, page 401, of said Deed Records, a distance of 438 feet to the SE corner of same, and a 36" livecoak in the north line of a tract of 173 acres, conveyed to J U Barton by T B and F L Rector by deed recorded in Vol D, page 14; THENCE N 74 Deg 14' E along said north line of 173 acre tract a distance of 157 feet to a corner fence post, the most northern NE corner of same; THENCE S 24 Deg 21' E along a northeast line of said 173 acre tract a distance of 1679 feet to a 24" elm tree, a salient east corner of said tract; THENCE S 65 Deg 35' W a distance of 322 feet to a stake in the east line of cemetery; THENCE N 27 Deg 06' W along said east line of cemetery a distance of 119 feet to the NE corner of samel THENCE S 72 Deg 54' W along north line of cemetery a distance of 288 feet to the NW corner of same; THENCE S 16 Deg 36' E along west line of cemetery, passing the SW conre of same at 470 feet, and continuing the same course a total distance of 849 feet, to a corner fence post in the south line of said 173 acre tract; THENCE N 87 Deg 59' W along said south line of 173 acre tract a distance o f 361 feet t corner fence post; THENCE S 88 Deg 52' W continuing along said south line of said 173 acre tract a distance of 2347 feet to the SW corner of same, a stake 16 16 feet outside fence corner; THENCE N 0 Deg 15' E along west line of said 173 acre tract, a distance of 1900 feet to a corner fence post in angle of lne; THENCE N 12 Deg 15' E along east line of lane a distance of 1366 feet to a stake; THENCE N 78 Deg 20 W a distance of 1300 feet to a stake on top of a bluff on south side of Onion Creek; THENCE N 2 Deg 55' W a distance of 290 feet, crossing the creek, to the SW corner of a 100-acre tract now owned by Helder; THENCE N 86 Deg 51' E along north bank of Creek, a distance of 911 feet, to a large rock above the falls: THENCE S 74 Deg 45' E continuing along north bank of Creek a distance of 948 feet to a stake in the west line of said 53 acre tract above referred to; THENCE N along said east line of said 53-acre tract a distance of 2451 feet to the point of beginning, containing 282.04 acres of land, more or less.

FORM PL-154 (2-47) SM

R/W NO. 12
MAP NO. D733-18
EST. NO. 34
DIV.

LIMITED TITLE CERTIFICATE

I hereby certify to THE TEXAS PIPE LINE COMPANY, of Houston, Texas, after an examination of the records of the county in which the real property hereinafter described is situated, that:

1. The last record owner of said premises is: J L HELLER

as described by the Deed of Record dated the 19 day of April, 19 37, wherein

J C Ruby and his wife Louise Maude Ruby

is named as Grantor and the above person is named as Grantee, recorded in the Office of the Recorder of Deeds for the County of Hays State of Texas, Volume 114, Page 307. (If not by deed state how.)

2. That the said property is described by the said Deed in the manner set forth: XXX all that certain real property lying and being situated in Hays County, Texas, being 282.04 acres of land, more or less, a part of and out of the M M McCarver Survey, here described by metes and bounds, thus: BEGINNING at the NW corner of a 53 acre tract conveyed by A Webster to Ignatz Wolfe, by deed recorded in Vol T page 458, Hays County Deed Records, a point in the north line of the Mc Carver Survey; THENCE N 88 Deg 41' E along said north line of said McCarver League, a distanct of 1765 feet to a corner fence post, the NW corner of a tract of land heretofore conveyed to Heller; THENCE S 0 Deg E 1327 feet to a corner fence post in the south line of a tract of 12 acres conveyed to Ignatz Wolfe by James Wolfe, by deed recorded in Vol 40, page 359, of said Deed Records; THENCE S 88 Deg 42' W a distance of 922 feet along said south line of said 12 acre tract to the SW corner of same in the east line of the 53 acre tract above referred to; THENCE S 1 Deg E 1597 feet along said east line of said 53 acre tract to a stake on the north bank of Onion Creek; THENCE S 89 Deg 44' E along said north bank of Onion Creel a distance of 572 feet to a large rock; THENCE S 2 Deg 24' W a distance of 230 feet, crossing the creek, to a corner fence post on

3. That said Deed refers to no mortgages or other liens or encumbrances except: OVER

No exceptions

4. That no mortgages appear of record to have been created by said Grantee except:

No exceptions

5. That none of the above mentioned mortgages have been satisfied of record except:

No exceptions

Dated this 8th day of April, 19 47, at _____ o'clock, ____ M.

H B Toney & Paul E Harrington
Signature

OVER: To list additional heirs, long descriptions, timber deeds — REMARKS.

Exhibit B-7

FORM PL-101 (11-48) SM

R/W NO. 12
NO. E-732-1
OPT NO. 1703
EST NO. 44
RODS. 73

Know All Men by These Presents: That I, Emelia Heller a Widow

of the postoffice of Buda in the State of Texas

for and in consideration of Thirty Six & 50/100 Dollars,

cash in hand paid, receipt of which is hereby acknowledged, do hereby grant and convey unto THE TEXAS PIPE LINE COMPANY, a corporation of Texas, the right to lay, operate and maintain a pipe line for the transportation of oil, gas, petroleum products, or any other material or substance which can be transported through a pipe line, or any one or more of such substances, the grantee selecting the route, upon, over and through the following described land, situated in the County of Hays in the State of Texas:

All of that certain tract or parcel of land, a part of the M. M. McCarver League in Hays County, Texas, containing 206 acres more or less, and being the same land set aside to Emelia Heller by Decree of the District Court of Hays County, Texas, in Cause No. 1656, Styled Louis Heller vs Emelia Heller, recorded in Vol. G, Page 579, of the Civil Minutes of the District Court of Hays County, Texas, to which said Decree and the record thereof reference is here made for further description.

L 1891

Also the right to lay, operate, and maintain, adjacent to and parallel with the first, a second pipe line; and the grantee at any and all reasonable times shall have the right of ingress to and egress from such pipe lines and may remove the same in whole or in part at will.

TO HAVE AND TO HOLD the said easements unto said THE TEXAS PIPE LINE COMPANY, its successors and assigns, so long as such structures are maintained.

And by the acceptance hereof the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 6th day of June 1947

Emelia Heller

Witnesses:
J. L. Heller
M. B. Langston

THE STATE OF Texas
COUNTY OF Hays } ss.

SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Emelia Heller, a Widow known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of June, 1947

L. L. Carter L. L. CARTER
Notary Public in and for
Hays County, Texas

FORM APPROVED

Exhibit B-8

JOINT ACKNOWLEDGMENT BY HUSBAND AND WIFE

THE STATE OF TEXAS,

COUNTY OF_____

Before me, the undersigned authority, on this day personally appeared_____

and his wife, _____, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her said husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the_____day of_____, A. D., 19____

_____

Notary Public in and for_____County, Texas.

PROOF BY WITNESS

THE STATE OF_____

COUNTY OF_____ } ss.

Before me, the undersigned authority, on this day personally appeared_____

_____known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me, stated on oath that he saw_____ the grantor, or person who executed the foregoing instrument, subscribe the same, and that he signed the same as a witness at the request of the grantor.

Given under my hand and seal of office this_____day of_____, 19____

_____

_____in and for

_____County, _____

8/ COMPARED
13822

RIGHT OF WAY GRANT

FROM

Caroline Tollett

TO

THE TEXAS PIPE LINE COMPANY

W/W NO. 12
MAP NO. 1732-B
DFT NO. 1313
EST NO. 34
PCOS 23

Filed for record on the 22 day of July, 1947, at 9 o'clock A.M., and recorded on the 30 day of July, 1947, in Vol. 136, at page 529-530, Deed Records of this County.

Sarah Reed
Clerk of the County Court,
Hays County, Texas.

By Lauree Dupree
Deputy.

THE TEXAS PIPE LINE COMPANY
P. O. BOX 2558
HOUSTON 1, TEXAS

STATE OF TEXAS
COUNTY OF HAYS } I, SARAH REED, Clerk County Court, Hays County, Texas, certify that the foregoing instrument of writing, with its certificate of authentication, was filed in my office for record on the 23 day of July A.D. 19 47 at 9 o'clock A.M. and duly recorded the 30 day of July A.D. 19 47 at 9:40 o'clock A.M. in Volume 136 on Pages 529-530 Records of Hays County, Texas.

Witness my hand and the seal of the County Court of said County, at office in San Marcos, this day and year last above written.

Sarah Reed
Clerk County Court, Hays County, Texas

By Lauree Dupree Deputy

FORM PL-271 (8-46) 8M

R/W NO. 13
MAP NO. 2222-13
DFT NO. 12195
EST NO. 74
RODS 73

ADVANCE DAMAGE RECEIPT

Received of The Texas Pipe Line Company, a corporation of Texas,

Sixty Three + 50/100 Dollars

in full payment and settlement for all damages of every kind and character done or to be done to me in the construction of a pipe line across the following described land in Hays County, Texas:

All of that certain tract or parcel of land, a part of the M.M.McCarver League in Hays County, Texas containing 206 acres more or less, and being the same land set aside to Emelia Heller by Decree of the District Court of Hays County Texas, in cause No. 1656, Styled Louis Heller vs Emelia Heller, recorded in Vol. G page 579, of the Civil Minutes of the District Court of Hays County Texas, to which said Decree and the record thereof reference is here made for futher description.

and this shall be deemed to be and is a complete discharge and satisfaction of the obligation of said company to pay the damages which may be occasioned by the construction of said line and of the promise to pay such damages contained in the right of way grant this day executed by the undersigned to said company; said right of way grant and this instrument being executed simultaneously.

Dated this 6th day of June, 1947

Emelia Heller

Witnesses

J. L. Heller

R. B. Langston

Exhibit B-10

FORM PL-256 (5-45) 2M

R/W NO. 12
MAP NO. 8712-13
DFT NO. 12174
SET NO. 34
RODS 78

TENANT'S CONSENT

For and in consideration of One & no/100 Dollars to me in hand paid, the receipt of which is hereby acknowledged, I, J. L. Heller as tenant on the following described property, in Hays County, State of Texas:

All of that tract or parcel of land, a part of the M.M.Mc Carver League in Hays County Texas containing 206 acres more or less, and being the same land set aside to Emelia Heller by Decree of the District Court of Hays County Texas, in cause no 1656, Styled Louis Heller vs Emelia Heller, recorded in Vol. G page 579, of the Civil Minutes of the District Court of Hays County Texas, to which said Decree and the record thereof reference is here made for futher description.

do hereby consent to the exercise by The Texas Pipe Line Company, its successors and assigns, of all rights granted to it by a certain grant of right of way properly executed by Emelia Heller

and dated June 6, 1947 with the understanding that the damages, if any, accruing from the exercise of the rights therein granted, to the tenant's interest in any crops or other property of the said tenant, shall be determined as follows:

Cash Rent

Dated June 6, 1947

Witness:

N B Langston

J. L. Heller

Volume "G" Civil Minutes of Hays County
Page #579

LOUIS HELLER

Vs Cause #1656

AMELIA HELLER

In the above numbered styled cause came now C M Carpenter and Geo Thompson, two of the Commissioners of Partition appointed by said Court on February 20th, 1900 and report to the Court, their action as follows:-

1. That the land they were directed to partition between the plaintiff and defendant is described as follows: All out of the M M McCarver League in said Hays County, Texas and composed of the following tracts, that is:- (1) That tract of 36 acres conveyed by W Gaisack and wife to Louis Heller by deed dated October 4th, 1882 and recorded in the Deed Records of said County in Book "P" pages 110-111; (2) that tractof 75 acres more or less, conveyed to Louis Heller by deed dated April 15th, 1883, from M Bunton, et al, recorded in Book "R" of said Deed Records at page 327; (3) that tract of 48 acres more or less conveyed to Louis Heller by deed dated September 15th, 1885 from A J Snow and wife which is recorded in Book "U" of said Deed Records at page 96; and (4) that tract of 177 acres, more or less, conveyed to Louis Heller by H E Barber by deed dated December 26th, 1889, and recorded in Book "Y" of said Deed Records at pages 185-6; comprising together 336 acres of land.

2. That said land was divided by us into two parcels or tracts described as follows:-

TRACT No ONE: Beginning at the S E Corner of the above mentioned 36 acres tract conveyed by Gaisack and wife to Louis Heller, thence S 43 Degrees W 180 varas to S W Corner of said Gaisack tract, at an old elm stump; thence S 78 Degrees E 105 varas; thence S 55-1/4 Degrees E 62 varas; thence South 43-1/4 E 147 varas; thence South 34 Degrees E 134 varas; thence South 5 Degrees West 178 varas; thence North 44 Degrees West 580 varas to the West line of Gaisaik tract at a stone mound; thence with the West line of the said Gaisaiks tract as follows: N 76½ Degrees W 64 varas; N 62 Degrees W 54 varas; N 48¼ Degrees W 41 varas; N 42¾ Degrees W 120 varas N 40 Degrees W 240 varas; N 31 Degrees W 63½ varas to a stone mound for North west corner of Gaisaik tract, a live oak 24" in diameter bears S 25 Degrees W 20 varas; thence S 83 Degrees E 161 varas to the center of mustang branch or creek a corner, from which a pin oak16" in diameter bears S 69½ Degrees W 10 varas; thence down the center of said Mustang branch N 64 Degrees W 134 varas; thence N 25¼ degrees West 260 varas to the center of Onion Creek; thence down the center of Onion Creek with its meanders as follows: N 40 Degrees E 200 varas N 39 Degrees E 606 varas, N 30 Degrees E 330 varas to the N E Corner of the Bunton tract; thence South 1120 varas to the south line of said Gaisaik tract; thence S 83 Degrees E 61 varas a corner; thence S 29½ Degrees E 250 varas to the place of beginning containing 130 acres.

TRACT No TWO: Comprises all of the above described tract of land to be so partitioned, less the 130 acres so comprising Lot No One, leaving as lot or tract No Two, 206 acres.

3. That we value each share of said land as above described at the sum of $1800.00 and therefore of equal value.

4. That after so dividing said land into the two shares, as above described, the plaintiff Louis Heller and the defendant Emelia Heller agreed that plaintiff should have and receive Lot No One as per such subdivision and that the defendant should have and receive Lot No Two as per such sub-division; and we accordingly report that we have set to the defendnat Emelia Heller that tract described above as No Two and to the plaintiff Louis Heller that tract described above as No One.

5. XXX
6. XXX

Therefore these commissioners make this, their report of their actions as commissioners for the action of the Court thereon, this March 3rd, 1900.

/s/ C M Carpenter
/s/ G B Thompson

Subscribed and sworn to before me by C M Carpenter and G B Thompson, on this 3rd day of March, 1900

And the said report being presented and read to the Court each of the parties plaintiff and defendant by their attorneys appeared in open Court and expressly agreed to the partition as made and requested the Court to confirm same; and the Court being satisfied that the partition had been fairly made and both parties so approving same, the Court was and is of the opinion that same should be in all things confirmed. It is therefore ordered, adjuged and decreed by the Court that the title of each of the parties to the personal property as set apart to them by such decree be and the same is hereby fullyx confirmed and any right or title asserted thereto by the other party is cancelled and helf for naught.

It is further ordered, adjuged and decreed by the Court that the title of the plaintiff, Louis Heller, in and to that tract of land described above as Tract No One be and the same is hereby fully confirmed and any claim or title thereto asserted by the defendant Emelia Heller, heretofore is fully and absolutely vested in the said Louis Heller.

It is further ordered, adjudged and decreed by the Court that the title of the defendant, Emelia Heller, in and to that tract of land described above as Tract No Two be and the same is hereby fully confirmed and any right or title thereto heretofore asserted by the plaintiff, Louis Heller, be and the same is hereby vested fully and absolutely in the defendant Emelia Heller.

XXXX

Respectfully submitted,

3/13/1947

Paul E Harrington & Robert R Vogt

Exhibit C

Termination and Release of Easement

#Recorded at the request of and when recorded return to:

Texaco Downstream Properties Inc.

c/o Ruth Parks
AECOM
19219 Katy Freeway, Suite 100
Houston, TX 77094

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TERMINATION AND RELEASE OF EASEMENT

Texaco Downstream Properties Inc., a Delaware corporation, the indirect assignee of Texaco Pipeline Inc., which was the successor by merger to The Texas Pipeline Company (hereinafter "**TDPI**"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby release and terminate for the benefit of Centex Materials, Inc., a Texas Corporation (hereinafter "**Grantee**"), that certain Easement dated April 9, 1947 (filed on May 27, 1947) recorded in Volume 138, Page 190 of the Deed Records of Hays County, Texas, originally granted to The Texas Pipe Line Company, set forth in **Exhibit A** (the "**Easement**") to the extent and only to the extent said Easement lies within those areas where the pipeline has been removed in **Exhibit B** (the "**Property**").

Further, Grantee, being the current owner of the Property, hereby acknowledges the termination of the Easement as set out herein and releases TDPI and its officers, agents, successors and assigns from any past, present, or further obligations for maintenance, repair, insurance, or any other obligations which TDPI has had under the terms of the Easement.

Each party has executed this termination and release of easement on the date stated below that party's signature.

[Signature page follows]

Exhibit D

Cost Estimate

Pipeline Removal Cost
MP 96.5
Buda, Hays County, Texas

	Estimated Cost
Contractor Pipeline Removal:	$57,677.00
Removal Oversight and Coordination:	$8,000.00
Fluid Disposal:	$1,000.00
Pipe Transportation and Disposal:	$5,560.00
Subtotal:	$72,237.00
Total (Including 10% Fee for Overhead and Indirect Costs):	$79,460.70

Note:
Estimate assumes removal of 370 linear feet of pipe.
Costs are approximate and are for planning purposes only.

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-1466-PC; Hold a public hearing with possible action to approve the final plat of the Replat of Lots 11 & 12, Hurlbut Ranch East Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SMITH	N/A

SUMMARY

Hurlbut Ranch East is a recorded subdivision located off Roy Creek Trail in Precinct 4.

The proposed re-plat will divide the 11.761 acre Lot 12 and the 10.00 acre Lot 11 into three lots, Lot 11A, Lot 12A, and Lot 12B. Water service will be provided by Private Well and/or Rainwater Collection, Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: September 22nd, 2020
Requested By: Marcus Pacheco, County Planner
Prepared By: Marcus Pacheco, County Planner
Department Director: Caitlyn Strickland, Development Services Director
Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve the final plat of the Replat of Lots 11 & 12, Hurlbut Ranch East Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

A) Hurlbut Ranch East is a recorded subdivision located off of Roy Creek Trail, a Hays County public maintained road. The recorded Lot 11 is a 10.00 acre lot and the recorded Lot 12 is a 11.76 acre lot. The proposed replat will divide Lots 11 and 12 into three lots, 11A, 12A, and 12B.

   Water service will be accomplished by Private Well and/or Rainwater Collection and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within Hays County Commissioner Precinct 4.

B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lots 11 and 12 will take place on September 22nd, 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 Technical Review for the Replat of Lots 11 and 12, Hurlbut Ranch East Subdivision. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

There are no variance requested and at the time this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Hurlbut Ranch East, Lots 11 and 12, Replat - Property Location Map

9/3/2020, 1:25:56 PM

Select Parcels by Drawing _Query result

Parcels

Lot Lines

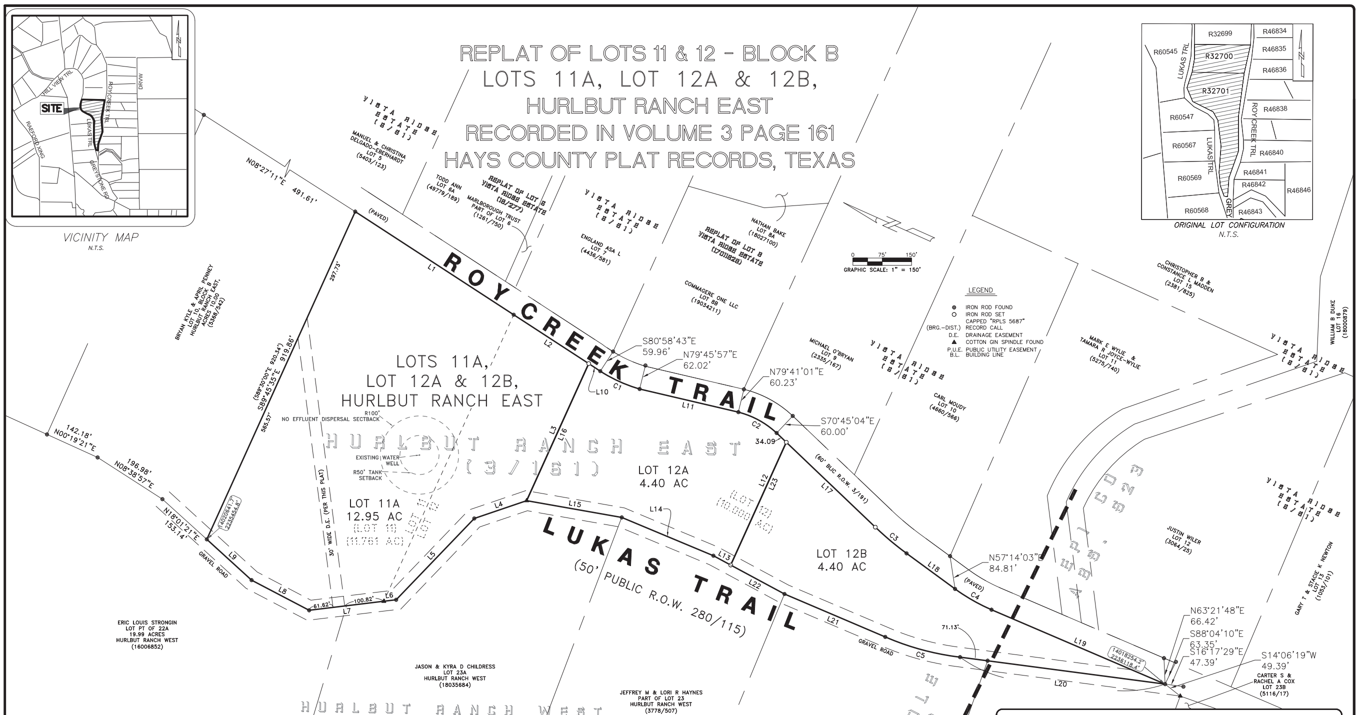
1:4,514

0 0.04 0.09 0.18 mi

0 0.05 0.1 0.2 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Hays County Appraisal District, BIS Consulting -
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	483.42'	S08°55'43"W	L10	35.28'	S09°15'56"W	L17	314.56'	S19°31'22"W
L2	228.93'	S08°55'25"W	L11	259.31'	S10°58'01"E	L18	153.72'	S12°07'33"W
L3	384.75'	N89°45'39"W	L12	344.67'	N89°45'35"W	L19	482.75'	S00°54'56"E
L4	141.49'	N42°53'45"W	L13	50.19'	S04°11'05"W	L20	528.76'	N16°37'44"W
L5	288.31'	N70°16'24"W	L14	254.00'	N01°26'29"W	L21	280.08'	N01°03'27"W
L6	31.70'	N30°57'44"W	L15	246.88'	N14°07'53"W	L22	156.18'	N04°11'05"E
L7	192.44'	N31°01'03"W	L16	384.75'	S89°45'39"E	L23	344.67'	S89°45'35"E
L8	166.02'	N03°32'08"E						
L9	154.94'	N18°11'39"E						

RECORD LINE TABLE

LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
(L1)	483.39'	S09°13'30"W	(L10)	35.28'	S09°13'30"W	(L17)	314.43'	S19°46'00"W
(L2)	228.93'	S09°13'30"W	(L11)	259.00'	S10°16'00"E	(L18)	153.50'	S12°21'00"W
(L3)	–	–	(L12)	–	–	(L19)	482.91'	S00°39'30"E
(L4)	141.43'	N42°35'01"W	(L13)	50.19'	S04°11'05"W	(L20)	528.61'	N16°28'05"W
(L5)	288.30'	N70°03'00"W	(L14)	254.03'	N01°16'30"W	(L21)	280.13'	N00°38'14"W
(L6)	31.67'	N30°45'34"W	(L15)	246.88'	N13°57'15"W	(L22)	156.09'	N04°17'15"E
(L7)	192.45'	N30°45'30"W	(L16)	–	–	(L23)	–	–
(L8)	165.56'	N03°55'45"E						
(L9)	155.14'	N18°17'30"E						

CURVE TABLE

CURVE #	ARC	RADIUS	DELTA	BEARING	LENGTH
C1	110.94'	382.85'	016°36'11"	N00°15'59"E	110.55'
C2	112.61'	224.35'	028°45'31"	N04°31'00"E	111.43'
C3	104.37'	755.98'	007°54'38"	S15°53'53"W	104.29'
C4	107.62'	486.90'	012°39'52"	S05°31'48"W	107.40'
C5	198.80'	679.68'	016°45'30"	N08°59'36"W	198.09'

RECORD CURVE TABLE

CURVE #	ARC	RADIUS	DELTA	BEARING	LENGTH
(C1)	(110.94')	(326.11')	(19°29'30")	(N00°31'16"W)	(110.41')
(C2)	(112.70')	(215.00')	(30°01'59")	(N04°45'00"E)	(111.41')
(C3)	(104.39')	(806.45')	(07°25'00")	(S16°03'30"W)	(104.32')
(C4)	(107.52')	(473.56')	(13°00'30")	(S05°50'44"W)	(107.29')
(C5)	(198.73')	(719.25')	(15°49'50")	(N08°33'10"W)	(198.09')

REPLAT OF LOTS 11 & 12 - BLOCK B
LOTS 11A, LOT 12A & 12B,
HURLBUT RANCH EAST
RECORDED IN VOLUME 3 PAGE 161
HAYS COUNTY PLAT RECORDS, TEXAS

GRAPHIC SCALE: 1" = 150'

OWNER: DOUGLAS PHELPS
601 LUKAS TRAIL
DRIPPING SPRINGS, TX 78620

ASH & ASSOCIATES
SURVEYING - PLANNING - ARCHITECTURE
"SERVING THE COMMUNITY OF TEXAS"
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00
Architecture: TX20240

DRAWN: MAM SCALE: PLOT 1"=300'
REVIEWED: RHT DATE: 12/30/19
REV. DATE 4/22/2020
PROJECT No. 19-7391
©:ASH & ASSOCIATES, L.L.C.
SHEET 1 OF 2

REPLAT OF LOTS 11 & 12 - BLOCK B
LOTS 11A, LOT 12A & 12B,
HURLBUT RANCH EAST
RECORDED IN VOLUME 3 PAGE 161
HAYS COUNTY PLAT RECORDS, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *
KNOW ALL MEN BY THESE PRESENTS

THAT DOUGLAS PHELPS, OWNER OF LOT 11 AND LOT 12, BLOCK B, 21.76 ACRES, HURLBUT RANCH EAST, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 161, HAYS COUNTY PLAT RECORDS, AS CONVEYED BY DEED TO DOUGLAS PHELPS, RECORDED IN VOLUME 2655, PAGE 557, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO REPLAT SAID LOT 11 AND LOT 12, HURLBUT RANCH EAST, TO BE KNOWN AS "LOTS 11, LOT 12A & 12B, HURLBUT RANCH EAST", AND DEDICATE TO THE USE OF ALL PUBLIC STREETS, ALLEYS, PARKS, DRAINS, WATERCOURSES, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

___________________ _________
DOUGLAS PHELPS DATE
601 LUKAS TRAIL
DRIPPING SPRINGS, TX 78620

STATE OF TEXAS *
COUNTY OF HAYS *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DOUGLAS PHELPS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _________ DAY OF

____________________, A.D., 2020.

____
NOTARY PUBLIC

STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *
KNOW ALL MEN BY THESE PRESENTS

THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

WE FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

WE FURTHER CERTIFY THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; WE, OUR SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OF EXACTIONS MADE HEREIN.

___________________ _______
DOUGLAS PHELPS DATE
601 LUKAS TRAIL
DRIPPING SPRINGS, TX 78620

____
SIGNATURE OF PARTY WITH MORTGAGE OR LIEN INTEREST

STATE OF TEXAS *
COUNTY OF HAYS *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DOUGLAS PHELPS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _________ DAY OF_________, A.D., 2020.

____
NOTARY PUBLIC
STATE OF TEXAS

UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.

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 DRINKING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

__________ ___________ _____
CAITLYN STRICKLAND DATE
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

__________ ____________ ____
TOM POPE C.F.M., R.S. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

PLAT NOTES:

1) THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES, COVENANTS AND RESTRICTIONS OF THE HURLBUT RANCH EAST, RECORDED IN VOLUME 3, PAGE 161, HAYS COUNTY PLAT RECORDS.

2) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48209C0025F, DATED SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS OUTSIDE THE DESIGNATED 100-YEAR FLOODPLAIN.

3) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARIN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES & NAD83.

4) NO BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH INTERFERE WITH THE FLOW OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN A NATURAL DRAINAGE WAY OR DRAINAGE EASEMENT.

5) TYPICAL LANDSCAPING MAINTENANCE, CUTTING AND TRIMMINGS, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATIONS.

6) LOT SHALL BE ACCESSED FROM 50 FOOT ROADWAY EASEMENT, RECORDED IN VOLUME 280, PAGE 115, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, KNOWN AS LUKAS TRAIL.

7) ALL WELLS SHALL BE CONSTRUCTED PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY - TCEQ STANDARDS & RESTRICTIONS. 100 FOOT SETBACK FROM EFFLUENT DISPERSAL AND 50 FOOT SETBACK FOR SEPTIC TANKS.

8) DRIVEWAY PERMIT NOTE:

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751."ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD. ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TXDOT OR FHWA APPROVED DESIGN. DRIVEWAYS WILL BE PERMITTED AND CONSTRUCTED TO THE DESIGNS AND STANDARDS AT THE TIME OF THE PERMIT REQUEST. DRIVEWAY SPACING WILL COMPLY WITH SECTION 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND PERMITS WILL BE GRANTED UNDER THE PROVISIONS OF CHAPTER 751.

EDWARDS AQUIFER NOTE:
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

PLAT INFORMATION:

TOTAL AREA: 21.76 ACRES		NUMBER OF LOTS OVER 10 ACRES:	1
TOTAL NUMBER OF LOTS: 3		NUMBER OF LOTS 5-10 ACRES:	0
		NUMBER OF LOTS 2-5 ACRES:	2
		NUMBER OF LOTS 1-2 ACRES:	0
AVERAGE SIZE OF LOTS: 7.25 ACRES		NUMBER OF LOTS LESS THAN 1 ACRES:	0

E.T.J.NOTE
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION
WATER: PRIVATE WELL
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITY / ADVANCED OSSF SYSTEM.
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: CENTURY

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

THIS SUBDIVISION LIES WITHIN THE EMERGENCY SERVICE DISTRICT NO. 1 & 6 AND IS SUBJECT TO THE FIRE CODES OF HAYS COUNTY.

STATE OF TEXAS *
COUNTY OF HAYS *

I, RICHARD H. TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS OR VISIBLE UTILITY LINES OR ROADS IN PLACE UNLESS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY TEXAS.

SUBJECT TO REVIEW 8/19/2020

____________________ ______
RICHARD H. TAYLOR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, NO. 3986

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _________ DAY OF____________________, A.D. 2020, 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. 2020.

____
ELAINE CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____________, 2020, AT _______O'CLOCK __.M., AND RECORDED ON THE ____DAY OF ____________, 2020 AT _______O'CLOCK __.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN VOLUME ____, PAGES, ______.

__________ ____________
ELAINE CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

REPLAT OF LOTS 11 & 12 - BLOCK B
LOTS 11A, LOT 12A & 12B,
HURLBUT RANCH EAST
RECORDED IN VOLUME 3 PAGE 161
HAYS COUNTY PLAT RECORDS, TEXAS

GRAPHIC SCALE: 1" = 150'

OWNER: DOUGLAS PHELPS
601 LUKAS TRAIL
DRIPPING SPRINGS, TX 78620

ASH & ASSOCIATES
SURVEYING - PLANNING - ARCHITECTURE
"SERVING THE COMMUNITY OF TEXAS"
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100847-00
Architecture: TX20240

DRAWN: MAM SCALE: PLOT 1"=300'
REVIEWED: RHT DATE: 12/30/19
REV. DATE 4/22/2020
PROJECT No. 19-7391
©:ASH & ASSOCIATES, L.L.C.

SHEET 2 OF 2

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the 2021 Sheriff & Constable Fees.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 2020	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

Pursuant to Texas Local Government Code Section 118.131. The fees will need to be reviewed and/or updated on or before October 15. The fees need to be approved by the Commissioners Court.

HAYS COUNTY, TEXAS
SHERIFF AND CONSTABLE FEES - 2021

NOTICES:	
Subpoenas	**75.00**
Summons	**75.00**
Writ of Attachment	**250.00**
Writ of Garnishment	**150.00**
Writ of Sequestration	**250.00**
Orders of Sale	**250.00**
Forcible Detainer	**75.00**
Order of Retrieval	**75.00**
SERVICE FEES:	
Small Claims Citation	**75.00**
Justice Court Citation	**75.00**
All Other Courts' Citations	**75.00**
Writ of Possession/Re-entry/Restoration	**250.00**
Writ of Capias	**250.00**
Writs – All Other	**250.00**
OTHER SERVICE FEES:	
Writ of Execution	**250.00**
Notice of Trustee Sale	**150.00**
Show Cause Order	**150.00**
Temporary Restraining Order	**150.00**
Executing Bill of Sale	**75.00**
Posting Public Notice (each location)	**50.00**
Notice of Publication	**75.00**
Injunction	**150.00**
Precept	**75.00**
Precept or Writ or Court Order exceeding 2 hrs. an additional fee per hour, per officer	**50.00 per hr per Deputy**
Deed or Bill of Sale (each)	**75.00**
Deed or Bill of Sale issued and Recorded by County Clerk	**30.00**
Use of County Patrol Vehicles for Certain Functions (per hour-vehicle running and/or emergency equipment in use)	**10.00**
Use of County Patrol Vehicles for Certain Functions – Flat Fee (Vehicle on scene for presence and officer to have equipment – vehicle would not be running or the lights in use)	**15.00**
Delivery of Judgment	**75.00**
Tax Warrant	**150.00**
Execution Termination Fee	**150.00**

COMMISSION for collecting money on an **Execution or Order of Sale** when the same is made by a sale. Total Judgment amount to be broken down as follows:

For the first		$10,000.00	= **10%**
$10,001.00	and	UP	= **5%**

When the money is collected **without a sale**, the fee shall be ½ of the above rates.

Adopted on this 22nd day of September 2020, pursuant to Local Government Code §118.131

HAYS COUNTY COMMISSIONERS' COURT

ATTEST:

Ruben Becerra, County Judge

Elaine Cardenas, County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to hire a Mechanic, slot 1060-001 at the 7th percentile.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 2020	

LINE ITEM NUMBER

[001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

The Sheriff’s Office is requesting approval to place a new hire at the 7th percentile of the Grade 109 Mechanic salary range making his annual salary $36,000. The candidate selected for filling this vacancy has 5 years of experience as an auto mechanic and numerous certifications in Diesel, Engine, Braking, Electrical, Transmission, Steering, HVAC operations, performance and diagnosis.

Due to this individual's experience and certifications in automotive repair and maintenance, he can immediately contribute to the Fleet Maintenance team and the Sheriff’s Office productivity.

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 an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Constable, Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 2020	N/A

LINE ITEM NUMBER

001-635-000.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PETERSON	INGALSBE	N/A

SUMMARY

See attached material. This contract will begin October 1, 2020 and last until September 30, 2021. TWC provides database services to access information used to assist in criminal investigations and locating defendants and witnesses. The annual cost is $1,500. Funds will be added to the FY21 budget to cover this contract.

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TEXAS WORKFORCE COMMISSION

TWC Contract Number	2921PEN007

TITLE	INFORMATION RELEASE CONTRACT
Recipient	
Name	**Hays County for the benefit of Hays County Precinct 1**
Street Address	**712 S. Stagecoach Trail #2210**
City/State/Zip	**San Marcos, TX 78666**
Telephone Number	**(512) 393-7730**

Contract Period

This Contract shall begin on **October 1, 2020** and shall terminate on **September 30, 2021** unless amended by mutual written agreement of the parties.

Funding Information

The total amount of this Contract will not exceed the sum of	**$1,500.00**

Remarks

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Information to be provided by TWC will include:
- wage records (WR),
- unemployment compensation claim benefit data (UI),
- employer master file (ER) inquiry.

Type of Access:
Online access only

Number of online users and rate:
1-10 for $1,500/year

Signature Authority	
Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to: • Execute this Contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.	
Agency Approval	**Recipient Approval**
Agency: **Texas Workforce Commission** Heather Hall 9/8/2020 Heather Hall Date Chief Information Officer	Recipient: **Hays County for the benefit of Hays County Constable Precinct 1** Ruben Becerra Date Hays County Judge

DocuSign Envelope ID: A6313B71-EA63-4995-9E1D-12A1CA41A983

TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E	*Intentionally omitted*
Attachment F	*Intentionally omitted*
Attachment G	Certificate of Destruction for Contractors and Vendors
Attachment H	Quarterly Self-Assessment Report

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TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.

2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein, nor shall it entitle Recipient to any refund of the annual subscription fee for online access to Agency records.

2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.

3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

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another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.

6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.

6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.

6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.

6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

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7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.

7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.

7.5 Recipient agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.

7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.

7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.

7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.

7.9 This Contract is the entire agreement between the Parties.

7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

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Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND HAYS COUNTY FOR THE BENEFIT OF HAYS COUNTY CONSTABLE PRECINCT 1

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating persons with outstanding warrants; and to assist in locating probation absconders (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide "read-only" access to the following:

Wage Records (WR)
- Wage Detail Inquiry: View wage information for an individual.
- Coworker Search: View wages reported by an employer.

Unemployment Insurance Benefits and Claimant Information (UI)
- Personal Information: View demographic information for an individual.
- Claims: View unemployment insurance claim information.
- Payments: View unemployment insurance payment information.
- Employer Search: Search employers by name or address.

Employer Records (ER)
- Employer Master File: Search the Employer Master File and view state unemployment tax information

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar ($1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Section 4.1) a copy of the completed *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C and the Security Training certificate with a completed *Transmittal Cover Sheet* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.5 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.6 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply

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with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the contract for cause.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Belinda Gonzales
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: (512) 936-4013
Fax: (512) 936-0219
Email: DEContracts@twc.state.tx.us

Recipient Contact Person

Michael Varela
Chief Deputy Constable
Hays County for the benefit of
Hays County Constable Precinct 1
712 S. Stagecoach Trail Ste#2210
San Marcos, TX 78666

Phone: (512) 393-7730

Email: Michael.varela@co.hays.tx.us

Send invoices to:

Marisol Villarreal-Alonzo
Auditor
Hays County for the benefit of
Hays County Constable Precinct 1
712 S. Stagecoach Trail Ste 1071
San Marcos, TX
Phone: (512) 393-2251
Email: Marisol.alonzo@co.hays.tx.us

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

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Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating persons with outstanding warrants; and to assist in locating probation absconders Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment G, *Certificate of Destruction for Contractors and Vendors,* which is attached to this contract and incorporated for all purposes.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:

11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information* (Attachment B of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

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Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____

(User's Printed Name) (User's Social Security Number)

_____

(User's work phone number) (Print User's work street address)

_____

(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose" only: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating persons with outstanding warrants; and to assist in locating probation absconders. I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to $2,000 or up to $10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

_____

Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

_____

Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

_____

Signature of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract.

DocuSign Envelope ID: A6313B71-EA63-4995-9E1D-12A1CA41A983

Attachment D

TRANSMITTAL COVER SHEET
FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES
AND EXISTING USER TRAINING CERTIFICATES

To: **EAGLE Administration**

___ via email to: EAGLEsupport@twc.state.tx.us
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **EAGLE Administration**
Texas Workforce Commission
101 East 15th Street, Room 0108
Austin, TX 78778-0001

From: **Hays County for the benefit of**
Hays County Constable Precinct 1 (Recipient)

_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email** EAGLEsupport@twc.state.tx.us

Texas Workforce Commission Attachment G

Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	TWC Item Number	Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						
Final Disposition of Media		Reused Internally			Destruction / Disposal	
		Reused Externally			Returned to Manufacturer	
		Other:				

Comments:

If any TWC Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of TWC Data Retained and Retention Requirements:

Proposed method of destruction for TWC approval:		
	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the TWC with a signed statement containing the date of clearing, purging or destruction, description of TWC data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission Attachment G

Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization.
http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.

- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.

6. Send the signed Certificate of Destruction to:

Texas Workforce Commission
Information Security Office
Room 0330A
101 E. 15th Street
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

ciso@twc.state.tx.us

Final Distribution of Certificate	Original to:	Chief Information Security Officer
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager

GP Revised: 09-02-15

DocuSign Envelope ID: A6313B71-EA63-4995-9E1D-12A1CA41A983

Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following**:**

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: __ No: __
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: __ No: __
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adhered to confidentiality requirements and procedures that are consistent with and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B) and the TWC Contract.	Yes: __ No: __
11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __

12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to EAGLEsupport@twc.state.tx.us.	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____
Signature Date

_____
Printed Name and Title

Hays County for the benefit of Hays County Constable Precinct 1 – 2921PEN007

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department | Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

Email: SelfAssessmentReports@twc.state.tx.us

Fax: 512-936-0219

Certificate Of Completion

Envelope Id: A6313B71EA6349959E1D12A1CA41A983
Status: Sent
Subject: Please DocuSign: Unsigned doc Hays Cty Prct 1.pdf
docSeqId:
docType:
Source Envelope:
Document Pages: 18
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
belinda gonzales
AutoNav: Enabled
101 E. 15th Street, Room 0154-B
EnvelopeId Stamping: Enabled
Austin, TX 78778
Time Zone: (UTC-06:00) Central Time (US & Canada)
Belinda.Gonzales@twc.state.tx.us
IP Address: 172.19.128.80

Record Tracking

Status: Original
9/4/2020 4:05:28 PM
Holder: belinda gonzales
Belinda.Gonzales@twc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Heather Hall Heather.Hall@twc.state.tx.us Chief Information Officer/IT Director Texas Workforce Commission Security Level: Email, Account Authentication (None)	Heather Hall Signature Adoption: Pre-selected Style Using IP Address: 174.197.14.236	Sent: 9/4/2020 4:12:34 PM Viewed: 9/8/2020 8:42:46 AM Signed: 9/8/2020 8:43:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None)		Sent: 9/8/2020 4:18:35 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Michael Varela Michael.Varela@co.hays.tx.us Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 66.90.254.10	Sent: 9/8/2020 8:43:31 AM Viewed: 9/8/2020 4:18:34 PM
Electronic Record and Signature Disclosure: Accepted: 9/8/2020 4:18:34 PM ID: 12066bae-9717-4714-a165-809d5c9ed85d		

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jordan Powell jordan.powell@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/23/2020 4:22:46 PM ID: 86c7c2f1-e8b5-42e1-9660-0273c7ea89b7	COPIED	Sent: 9/8/2020 4:18:35 PM Viewed: 9/8/2020 4:22:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2020 4:18:35 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Carahsoft obo Texas Workforce Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heather.hall@twc.state.tx.us

To advise Carahsoft obo Texas Workforce Commission of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heather.hall@twc.state.tx.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft obo Texas Workforce Commission as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo Texas Workforce Commission during the course of my relationship with you.

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 authorizing the County Judge to execute a contract with Westlaw Thompson Reuters for online legal research services in the Hays County Office of General Counsel with funds budgeted for FY21.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 2020	$178/month

LINE ITEM NUMBER

001-614-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	INGALSBE	N/A

SUMMARY

The Office of General Counsel currently utilizes a joint contract with the Hays County Criminal District Attorney's Office for Westlaw for legal research. The Office of General Counsel is splitting into its own contract with Westlaw due to different research demands than those of the DA's Office and requests the Court to consider the terms of the new contract. The initial term of the contract is one (1) year. The subscription cost includes access for both attorneys in the Office of General Counsel. The current contract expires on September 30, 2020. Funds to cover the subscription cost were budgeted for FY21.

Attachments: (1) Westlaw Order Form - Quote; (2) DIR Pricing
State Contract: TX CALIR MSA-WEST DIR-LGL-CALIR-02 - OPTION 1B

WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS™

Check West account status below as applicable: Rep Name & Number WILLIAM LAVELLE 6022090

New ____ (NACI Form attached) **Existing with Increase Credit Limit** _____ (NACI Form attached)

Existing with no changes X **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # _____ Quote # _____ PO # _____ Date 9.22.20

Name/Subscriber HAYS COUNTY GENERAL COUNSEL Bill To Acct # _____

Order Confirmation Contact Name MARK KENNEDY

E-Mail mark.kennedy@co.hays.tx.us

Password Contact Name (for password delivery) MARK KENNEDY

E-Mail mark.kennedy@co.hays.tx.us

Time and Billing Contact Name _____

E-Mail _____

Federal Government Account Type Non-FEDLINK ____ FEDLINK ____ GSA ____

MSA Jurisdiction TEXAS Contract # DIR-LGL-CALIR-02 Option # 1B

REQUIRED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

IF NEEDED

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	DIR-LGL-CALIR-02 - OPTION 1B	2		$89.00		$178.00

Notes:
Two Passwords for DIR Option 1B for Mark Kennedy mark.kennedy@co.hays.tx.us and Jordan Powell jordan.powell@co.hays.tx.us

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges $ 178.00

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CD-ROM and Dissomaster Products

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

_____**Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **Annual billing (please check if requested)**

Banded Products Subscriptions

You certify that you have a total of _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the term, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

RB **12 month Renewal Term.** Monthly Charges for the first 12 months will be N/A % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. **Monthly Charges shall be in conformance with the DIR Contract**

____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Passwords and QuickView+

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Kennedy	Mark			X				
Powell	Jordan			X				

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. https://www.quickview.com.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ **First Name** _____ **E-mail** _____

Print/CD-ROM Products

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Unit Price	Charges	Print Subscription Service (y/n)

Notes:

Total Charges $ _____

_____ **Initial for Subscription Services**. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
Full Svc #	**Online/CD-ROM Products**	**# of Passwords**

Notes:

	Westlaw Roaming Access	

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

	Miscellaneous	

1. **Charges, Payments & Taxes**. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

8. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

9. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT
I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Ruben Becerra

Title Hays County Judge

Date September 22, 2020

Signature X

For Credit Card Transactions only: **Visa** _____ **Master Card** _____ **Am Ex** _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

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Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

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OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- Option 1A—Texas Core Resources with News Databases
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- All Analytical Library
- American Law Reports (ALR) Library
- American Jurisprudence (AMJUR) Library
- Corpus Juris Secundum (CJS) Library
- Law Reviews and Journals Library
- Municipal Practitioner Core Library
- Criminal Expert Resources
- Regulations with Editorial Enhancements (formerly RegulationsPlus)
- PeopleMap Premier
- Texas Analytical Library
- Texas Employment Practitioner Core Library
- Texas Criminal Secondary Library
- Texas Family Law Core Library
- Texas Pleadings, Motions, and Memoranda Library
- Texas Briefs Plus Library
- Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library
- Texas Form Finder

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

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LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:	▪ Texas Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library			▪ Texas Jurisprudence Library ▪ Employment Regulations Suite ▪ U.S. News Library			
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Option Year 5*	*Option Year 6*
1-25	$47	$47	$49	$52	$54	*$57*	*$60*
26-50	$45	$45	$47	$49	$52	*$54*	*$57*
51-100	$42	$42	$45	$47	$49	*$52*	*$54*
101-150	$40	$40	$42	$44	$47	*$49*	*$51*
151-200	$38	$38	$40	$42	$44	*$47*	*$49*
201 +	$36	$36	$38	$40	$42	*$44*	*$46*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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LEGAL RESEARCH

OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

Included Content:	▪ All Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Federal Practice and Procedure Library	▪ American Jurisprudence (AMJUR) Library ▪ Employment Regulations Suite ▪ Regulations with Editorial Enhancements ▪ U.S. News Library					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Option Year 5*	*Option Year 6*
1-25	$77	$77	$81	$85	$89	*$94*	*$98*
26-50	$73	$73	$77	$81	$85	*$89*	*$93*
51-100	$69	$69	$73	$77	$80	*$84*	*$89*
101-150	$66	$66	$69	$73	$76	*$80*	*$84*
151-200	$63	$63	$66	$69	$73	*$76*	*$80*
201 +	$60	$60	$63	$66	$69	*$72*	*$76*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

Content

All Primary Law Library—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

Texas Practice Series Library—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

All Federal Practice and Procedure Library—Definitive treatise on practicing law in the federal courts.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

Regulations with Editorial Enhancements *(formerly RegulationsPlus)*—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Opt. Yr. 5*	*Opt. Yr. 6*
All Analytical Library	$19	$19	$20	$21	$22	*$23*	*$24*
American Law Reports (ALR) Library	$11	$11	$12	$12	$13	*$13*	*$14*
American Jurisprudence (AMJUR) Library	$11	$11	$12	$12	$13	*$13*	*$14*
Corpus Juris Secundum (CJS) Library	$11	$11	$12	$12	$13	*$13*	*$14*
Law Reviews and Journals Library	$4	$4	$4	$4	$5	*$5*	*$5*
Municipal Practitioner Core Library	$11	$11	$12	$12	$13	*$13*	*$14*
Criminal Expert Resources	$13	$13	$14	$14	$15	*$16*	*$17*
Regulations with Editorial Enhancements	$8	$8	$8	$9	$9	*$10*	*$10*
PeopleMap Premier	$75	$75	$79	$83	$87	*$91*	*$96*
Texas Analytical Library	$13	$13	$14	$14	$15	*$16*	*$17*
Texas Employment Practitioner Core Library	$15	$15	$16	$17	$17	*$18*	*$19*
Texas Criminal Secondary Library	$12	$12	$13	$13	$14	*$15*	*$15*
Texas Family Law Core Library	$11	$11	$12	$12	$13	*$13*	*$14*
Texas Pleadings, Motions, and Memoranda Library	$15	$15	$16	$17	$17	*$18*	*$19*
Texas Briefs Plus Library	$21	$21	$22	$23	$24	*$26*	*$27*
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	$21	$21	$22	$23	$24	*$26*	*$27*
Texas Form Finder	$11	$11	$12	$12	$13	*$13*	*$14*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

PACKAGE DESCRIPTION

Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements *(formerly RegulationsPlus)*—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes*. Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator*. Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History*. Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

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OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

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INVESTIGATIVE RESEARCH

OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Option Year 5*	*Option Year 6*
1-250	$66	$66	$69	$73	$76	*$80*	*$84*
251-500	$63	$63	$66	$69	$73	*$76*	*$80*
501-750	$60	$60	$63	$66	$69	*$72*	*$76*
751+	$57	$57	$59	$62	$66	*$69*	*$72*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

Content

CLEAR Investigations Basic—Provides access to CLEAR's standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

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OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.

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Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter "DIR") Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources ("DIR") and West Publishing Corporation ("West"). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

  "Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West's approval, and except for telecommunications services under Chapter 2170, Texas Government Code."

  Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

  The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

  Pursuant to the RFO, West's contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West's approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency's personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).

- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.

- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.

- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

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the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West's proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency's CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency's access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).

- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether "third-party" databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West's other government subscribers under West's then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

  If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.

- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West's offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)

- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.

- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: "This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02."

- **Order Processing**—Orders will be processed as follows:
  - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
  - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

  Orders received that do not follow these guidelines will not be accepted or will delay processing.
- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.

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 submission of a Community Development Block Grant - Mitigation Project Application to the General Land Office and authorize the County Judge to act as the County's Executive Officer and Authorized Representative in all manners pertaining to the County's participation in the Community Development Block Grant -Mitigation Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 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
TAMMY CRUMLEY	BECERRA	N/A

SUMMARY

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROJECT APPLICATION TO THE GENERAL LAND OFFICE; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT & REVITALIZATION PROGRAM.

WHEREAS, the Commissioners Court of Hays County desires to develop a thriving, viable community, strengthen infrastructure, provide a suitable living environment, and expand economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Hays County to apply for funding under the Community Development Block Grant Mitigation Program;

NOW THEREFORE, BE IT RESOLVED;

Section 1. That a Community Development Block Grant Program application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant - Mitigation Program; and

Section 2. That the application be for the CDBG-MIT Program through the Competition or Method of Distribution Application program to carry out Infrastructure Activities; and

Section 3. That the grant amount be up to the maximum allowed by the CDBG-MIT program and may include a minimum one percent (1%) match; and

Section 4. That the Commissioners Court directs and designates the County Judge as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Development & Revitalization Grant Program.

Passed and approved this 22nd day of September 2020.

_____
Ruben Becerra
County Judge

_____
Elaine Cardenas, MBA, PhD
County Clerk

CITIZEN PARTICIPATION PLAN

THE COUNTY OF HAYS

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the "citizen participation" requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The County of Hays is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the County's proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the County of Hays, 712 S. Stagecoach Trail Ste. 1071 San Marcos, TX 78666 (mailing address), 512-393-2283, (phone)during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the County Civil Rights Officer, at 712 S. Stagecoach Trail Ste. 1063 San Marcos, TX 78666 (Mailing Address) or may call 512-393-2215 (Phone).
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the County Judge within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
c) Posting of notice on the local entity website (if available).
d) Public Hearing; or
e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the County

A copy of a substantially complete application will be made available to allow for 14 days of local public comment and will include, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.

3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the County:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; "authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster." Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at courthouse and the community's website notifying the public of the project selected at least 5 days prior to the submission of the application.

The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

_____ _____

Ruben Becerra, County Judge September 22, 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

Hold a public hearing on the FY 2021 Hays County Proposed Budget - 1:00 p.m.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 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
	BECERRA	N/A

SUMMARY

Attachments: FY 2021 Public Hearing Notice

Hays County
Commissioner’s Court Proposed
Fiscal Year 2021 Budget

Public Hearing

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY 2021 budget on September 22, 2020 at 1:00 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

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 set the FY 2021 salaries and allowances for Hays County Elected Officials.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 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
	BECERRA	N/A

SUMMARY

Attachment: FY 2021 Elected Officials Salaries & Allowances

NOTICE OF INTENT TO RAISE SALARIES & ALLOWANCES OF COUNTY ELECTED OFFICIALS

In accordance with section 152.013 of the Texas Local Government Code, the Commissioners' Court of Hays County is publishing the following increases in salaries & allowances for elected officials. These increases are proposed as part of the new fiscal year budget which would begin October 1, 2020. A public hearing and expected vote on the budget are scheduled for September 22, 2020, at 1:00 p.m. at the Commissioners' Courtroom of the Hays County Courthouse.

ELECTED OFFICIAL	FY 2020	PROPOSED FY 2021	ANNUAL INCREASE
County Judge	88,505	88,505	0
Travel Allowance	15,000	15,000	0
Commissioner Pct. 1	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Longevity	1,595	1,655	60
Commissioner Pct. 2	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Longevity	480	540	60
Commissioner Pct. 3	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Longevity	480	540	60
Commissioner Pct. 4	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Sheriff	110,664	110,664	0
Telephone Allowance	420	420	0
Longevity	490	550	60
District Clerk	87,488	87,488	0
Travel Allowance	3,064	3,064	0
Longevity	1,590	1,650	60
County Clerk	87,488	87,488	0
Travel Allowance	3,064	3,064	0
Tax Assessor	95,610	95,610	0
Travel Allowance	3,306	3,306	0
Telephone Allowance	420	420	0
Longevity	500	560	60
Treasurer	83,484	83,484	0
Travel Allowance	3,064	3,064	0
Longevity	1,735	1,795	60
Justice of the Peace 1-1	80,310	80,310	0
Travel Allowance	4,564	4,564	0
Longevity	2,050	2,110	60
Justice of the Peace 1-2	80,310	80,310	0
Travel Allowance	4,564	4,564	0
Justice of the Peace 2	80,310	80,310	0
Travel Allowance	4,564	4,564	0
Longevity	1,200	1,260	60
Justice of the Peace 3	80,310	80,310	0
Travel Allowance	4,564	4,564	0
Longevity	1,200	1,260	60
Justice of the Peace 4	80,310	80,310	0
Travel Allowance	4,564	4,564	0
Justice of the Peace 5	80,310	80,310	0
Travel Allowance	4,564	4,564	0
Longevity	595	655	60
Constable Pct. 1	77,700	77,700	0
Uniform Allowance	720	720	0
Longevity	1,800	1,860	60
Constable Pct. 2	77,700	77,700	0
Uniform Allowance	720	720	0
Constable Pct. 3	77,700	77,700	0
Telephone Allowance	420	420	0
Uniform Allowance	720	720	0
Constable Pct. 4	77,700	77,700	0
Uniform Allowance	720	720	0
Longevity	600	660	60
Constable Pct. 5	77,700	77,700	0
Uniform Allowance	720	720	0
Longevity	330	390	60

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 adopt the FY 2021 Hays County budget after making any final changes as a result of the public hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 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
	BECERRA	N/A

SUMMARY

A list of final changes to the FY 2021 budget for the Court to consider will be provided. Additional items for consideration may be submitted by the Court members or as a result of the public hearing.

Attachment: Budget Certificate

COUNTY OF HAYS

BUDGET CERTIFICATE

BUDGET YEAR FROM October 1, 2020 TO September 30, 2021

STATE OF TEXAS
COUNTY OF HAYS

WE, Ruben Becerra, County Judge
Elaine H. Cardenas, MBA, PhD., County Clerk
Marisol Villarreal-Alonzo, CPA, County Auditor

Of Hays County, Texas, do hereby certify that the attached budget is a true and correct copy of the twelve (12) month fiscal year 2021 Budget of Hays County, Texas, as passed and approved by the Commissioners' Court of Hays County on the 22nd day of September, A.D., 2020, as the same appears on file in the office of the Hays County Clerk.

_____
Ruben Becerra, County Judge

_____
Elaine H. Cardenas, MBA, PhD., County Clerk

_____
Marisol Villarreal-Alonzo, CPA, County Auditor

Subscribed and sworn to before me the undersigned authority on this _____ day of _____, A.D., 2020.

_____
Janice Jones
Hays County, Texas

My Commission Expires: 01/13/2023

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 ratify the property tax increase reflected in the FY 2021 Hays County budget.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 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
	BECERRA	N/A

SUMMARY

Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the Commissioner's Court to ratify the property tax increase reflected in the budget.

"This budget will raise more revenue from property taxes than last year's budget by an amount of $4,619,577 or 5.18% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,396,386."

Attachment: FY 2021 Budget Cover Page

Hays County
Commissioner’s Court Proposed
Fiscal Year 2021 Budget

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY 2021 budget on September 22, 2020 at 1:00 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

This budget will raise more revenue from property taxes than last year’s budget by an amount of $4,619,577 or 5.18% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is $4,396,386.

Prior to the adoption and thereafter, a copy of the budget will be on file in the offices of the Hays County Clerk and Hays County Auditor, as well as the County's website @ www.hayscountytx.com for public inspection.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve an order adopting the tax rate for FY 2021 and levy the taxes.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 22, 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
	BECERRA	N/A

SUMMARY

Attachments: FY 2021 Itemized Tax Rate
Order Adopting an Ad Valorem Tax Rate

Motion: "I move that the property tax rate be set by the adoption of a tax rate of __.__¢;
__.__¢ - General Maintenance & Operations
__.__¢ - General Debt
__.__¢ - Road and Bridge Maintenance & Operations"

ITEMIZED TAX RATE

Hays County - Fiscal Year 2021

Court Proposed Budget - 8/25/2020

PROPERTY VALUATION	Plus O65/DP Freeze Ceiling	FUNDS	TAX RATE	ESTIMATED TAX COLLECTION
21,102,994,810	7,244,034	General M&O	26.78 ¢	63,192,716
(1 cent = $2,089,196 @ 99% collection)				
21,102,994,810	3,402,211	General Debt	12.46 ¢	29,433,600
(1 cent = $2,089,196 @ 99% collection)				
21,486,011,198	1,087,113	Road & Bridge M&O	2.88 ¢	7,211,444
(1 cent = $2,127,115 @ 99% collection)				
		Ad Valorem Tax Rate	42.12 ¢	99,837,760
			ASSESSED TAXES	100,729,481

No New Revenue Tax Rate	40.43 ¢
Commissioners Court Proposed Tax Rate	**42.12 ¢**
Voter Approval Tax Rate	42.97 ¢
De Minimis Rate	51.87 ¢

TAX INCENTIVE PROGRAMS

885,047,793		General M&O	26.78 ¢	2,370,158
(1 cent = $88,505 @ 100% collection)				
808,251,114		General Debt	12.46 ¢	1,007,081
(1 cent = $80,825 @ 100% collection)				
428,238,707		Road & Bridge M&O	2.88 ¢	123,333
(1 cent = $42,824 @ 100% collection)				
		Ad Valorem Tax Rate	42.12 ¢	3,500,572
			TOTAL ASSESSED TAXES	104,230,052

ORDER ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2021 FOR HAYS COUNTY

THE STATE OF TEXAS
COUNTY OF HAYS

On this 22nd day of September, 2020, the Commissioners' Court of Hays County, Texas, pursuant to Chapter 26 of the Texas Property Tax Code, hereby adopts this order setting the fiscal year 2021 ad valorem tax rate as follows. All figures are in pennies per $100 taxable property valuation:

General Maintenance & Operations	26.78 cents
General Debt	12.46 cents
Road and Bridge Maintenance & Operations	2.88 cents
TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2021	42.12 cents

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 22nd day of September, 2020.

FOR ( ) _____
AGAINST ( ) RUBEN BECERRA
ABSTAIN ( ) COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR ( ) _____
AGAINST ( ) DEBBIE GONZALES - INGALSBE
ABSTAIN ( ) COMMISSIONER, PRECINCT 1

FOR ( ) _____
AGAINST ( ) MARK JONES
ABSTAIN ( ) COMMISSIONER, PRECINCT 2

FOR ( ) _____
AGAINST ( ) LON A. SHELL
ABSTAIN ( ) COMMISSIONER, PRECINCT 3

FOR ( ) _____
AGAINST ( ) WALT SMITH
ABSTAIN ( ) COMMISSIONER, PRECINCT 4

ATTEST: _____
ELAINE H. CARDENAS, MBA, PhD.
COUNTY CLERK, 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

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 22, 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
	INGALSBE	SHELL

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 Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the value of real property located on or near Hermosa Paloma in Precinct 3. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 22, 2020	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	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 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; and consultation with counsel regarding evacuation assistance related to the Hurricane Laura Disaster. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 22, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

Summary to be provided in Executive Session.