

**Commissioners Court October 13, 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 **13<sup>th</sup> day of October 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. <b>BECERRA</b>
2	5-6	Adopt a Proclamation recognizing Centro Cultural Hispano de San Marcos 10th Anniversary. <b>BECERRA/COLLINS</b>
3	7	Update on the October meeting of the Hill Country Mental Health Developmental Disabilities Board by Charlie Campise. <b>BECERRA/VILLALOBOS</b>

**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	8	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
5	9	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
6	10-18	Approve Commissioners Court Minutes of September 29, 2020. <b>BECERRA/CARDENAS</b>
7	19	Approve the payment of the October 15, 2020 payroll disbursements in an amount not to exceed \$2,992,000.00 effective October 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
8	20	Approve the reappointment of Julia Ramsay New and Michael Floreani for Emergency Services District #7, term ending December 31, 2022. <b>SHELL</b>
9	21-22	Authorize payment to Pollock Company in the amount of \$591.70 in which no purchase order was issued as required per County Purchasing Policy. <b>INGALSBE/LITTLEJOHN</b>
10	23	Authorize On-Site Sewage Facility Permit for a duplex located at 2320 S Old Stagecoach Rd, Kyle TX 78640. <b>SMITH/STRICKLAND</b>
11	24-25	Approve Utility Permits. <b>SMITH/BECERRA</b>
12	26-27	Authorize the County Judge to execute the 3rd Letter Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. <b>INGALSBE/JONES/BORCHERDING</b>
13	28-61	Authorize the execution of the FY 2021 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
14	62-65	Authorize the execution of an interlocal agreement with Travis County for the FY 2021 Sheriff's Combined Auto Theft Task Force (SCATTF) grant award in the amount of \$72,460.00. <b>INGALSBE/CUTLER</b>
15	66-70	Authorize the County Judge to execute Social Service Agency Contracts as approved in the FY 2021 budget. <b>BECERRA</b>

16	71	Approve the extension of the carry over limit of employee vacation time for FY 2020 to December 31, 2020. <b>INGALSBE/SMITH/RICHEY</b>
17	72-73	Authorize the County Judge to execute a resolution certifying that the County has approved a \$13,000 grant for FY 2021 to Combined Community Action, an organization that provides home delivered meals to homebound persons in the county that are elderly or have a disability. <b>INGALSBE</b>
18	74	Authorize On-Site Sewage Facility Permit for a warehouse with two small one-bedroom apartments located at 1020 Pier Branch Rd, Dripping Springs TX 78620. <b>SMITH/STRICKLAND</b>
19	75	Accept a \$16,745 contribution on behalf of the Hays County Child Protective Board (HCCPB) and amend the budget accordingly. <b>INGALSBE</b>
20	76-93	Authorize the submission of a complete application to the Texas Water Development Board, Flood Infrastructure Fund for the Onion Creek Watershed Study: Floodplain and Mapping. <b>JONES/SMITH/CRUMLEY/STRICKLAND</b>
21	94-100	Authorize the execution of Supplemental Work Authorizations with HNTB Corporation re-allocating previously authorized funds from one project to another under the Hays County/TxDOT Partnership Program. <b>JONES/BORCHERDING</b>
22	101	Authorize On-Site Sewage Facility Permit for 2 mobile homes at 420 Red Fox Ct, Kyle, TX 78640. <b>JONES/STRICKLAND</b>
23	102-104	Authorize an extension with the United Way for Greater Austin related to the grant award for the Central Texas 2020 Get-Out-The-Count Efforts and amend the budget accordingly. <b>BECERRA</b>
24	105-142	Approve specifications for IFB 2021-B01 Hays County Multilayer Well and authorize Purchasing to solicit for proposals and advertise. <b>SHELL/T.CRUMLEY</b>

## ACTION ITEMS

### ROADS

25	143-153	Discussion and possible action to approve an Interlocal Agreement for the Texas Department of Transportation to perform material inspection and testing services and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County. <b>SHELL/BORCHERDING</b>
26	154-159	Discussion and possible action to authorize the County Judge to execute an Advance Funding Commitment Agreement (AFCA) between Hays County and HM Parten Ranch Development, Inc. to facilitate the construction of a segment of roadway on Kinnikinik Loop in Precinct 4. <b>SMITH/BORCHERDING</b>
27	160	Discussion and possible action to consider the release of the revegetation bond #PB030168000375 in the amount of \$17,066.00 for Parten Ranch subdivision, Phase 2. <b>SMITH/BORCHERDING</b>
28	161-163	Discussion and possible action to approve a resolution supporting a Transportation Development Credit Application to the Capital Area Metropolitan Planning Organization for the Kyle Center Street Union Pacific Railroad Siding Relocation Project. <b>JONES/BORCHERDING</b>

### SUBDIVISIONS

29	164-167	PLN-1470-PC; Call for a Public Hearing on October 27th, 2020 to discuss approval of the Replat of Lot 7, Rolling Oaks, Section Four, Subdivision. <b>SHELL/PACHECO</b>
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### MISCELLANEOUS

30	168	Discussion and possible action to accept an additional spending plan utilizing the Coronavirus Relief Funds (CRF) for COVID-19 Response and Recovery efforts and amend the budget accordingly. <b>BECERRA/MIKE JONES/T.CRUMLEY</b>
31	169	Discussion and possible action of the county procurement process. <b>BECERRA</b>
32	170-180	Discussion and possible action to authorize the execution of Amendment No. 1 to a contract with the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control-Federal Grant Program (TB/PC-Federal) in the amount of \$22,297. <b>INGALSBE/T.CRUMLEY</b>
33	181-188	Discussion and possible action to authorize the execution of the FY21 Texas Indigent Defense Commission (TIDC) Hays County Indigent Defense Coordinator (IDC) Program grant in the amount of \$51,531 and amend the budget accordingly. <b>INGALSBE/SHELL/T.CRUMLEY</b>

### EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

34	189	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. <b>SHELL</b>
35	190	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct 1. Possible action to follow in open court. <b>INGALSBE</b>

### 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. <b>BECERRA</b>
37	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
38	Discussion of issues related to the Hays County Census program including updates from Jessica Mejia. <b>BECERRA</b>
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. <b>INGALSBE/CUTLER</b>
40	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. <b>SHELL</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9<sup>th</sup> day of October, 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

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Information will be presented during Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Adopt a Proclamation recognizing Centro Cultural Hispano de San Marcos 10th Anniversary.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

A. A. Collins

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Centro is celebrating their 10th anniversary on October 17th, rescheduled from September 18 due to COVID.



**PROCLAMATION RECOGNIZING CENTRO CULTURAL HISPANO DE SAN MARCOS  
10th ANNIVERSARY**

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

**WHEREAS**, Hispanic Community Leaders created Centro Cultural Hispano de San Marcos in 2006, with operations commencing in 2010 in the historically designated building formally known as Southside School, and previously known as the “Mexican School;” and

**WHEREAS**, Centro is a social educational enterprise that works to document the past, respond to the present, and help build the future of this community; and

**WHEREAS**, the work of Centro is centered on a community-development framework dedicated to serving the people according to its mission “to serve as a community beacon for the preservation, development, promotion & celebration of the Hispanic arts, culture, heritage & values;” and

**WHEREAS**, Centro is proud of their Mexican heritage, that includes Native American and Spanish blood, identifying themselves as Mexican-American, Chicano, Latino, Spanish, Tejano, Hispanic and “Tex-Mex,” with a goal to share in the appreciation and preservation of all cultures; 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**, Ruben Becerra, served as Board President of Centro Cultural Hispano de San Marcos in 2017, and in 2018 was elected as the first Hispanic County Judge in the 172-year history of Hays County; and

**WHEREAS**, Hays County encourages and promotes strong and inclusive organizations that recognize and celebrate efforts to bring people together for a greater good and will continue to do so for years to come;

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proudly proclaim every September 18 as Centro Cultural Hispano de San Marcos Anniversary Day and encourage citizens to recognize the organization’s positive impact to all communities of Hays County.

**ADOPTED THIS THE 13th DAY OF OCTOBER 2020**

\_\_\_\_\_  
**Ruben Becerra  
Hays County Judge**

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

\_\_\_\_\_  
**Mark Jones  
Commissioner, Pct. 2**

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

\_\_\_\_\_  
**Walt Smith  
Commissioner, Pct. 4**

**ATTEST:**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Update on the October meeting of the Hill Country Mental Health Developmental Disabilities Board by Charlie Campise.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

VILLALOBOS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Charlie Campise, Hays County representative on the Hill Country Mental Health Developmental Disabilities Board, will give an update on the mental health developmental disabilities meeting held on October 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

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of United Healthcare claims.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Commissioners Court Minutes of September 29, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY



SEPTEMBER 29, 2020

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 29<sup>th</sup> 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  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
ELAINE H. CÁRDENAS

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
COUNTY CLERK

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

**THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:**

Pastor Josh Murrillo, San Marcos Seventh-day Adventist Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Brittany Castano made public comment regarding funding the police and victim notification. Dan Lyon made public comment regarding the Sheriff's office purchases. Rodrigo Amaya made public comments regarding police funding and the Office of General Counsel. Kelly Puryear made public comment regarding funding for law enforcement. Linda Freeman made public comments regarding court decorum and previous public comments. Elaine H. Cárdenas, County Clerk, read aloud the following public comments that were emailed to the court. Sherry Huffman made comment against defunding law enforcement.

**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, announced testing locations and times. Tammy Crumley, Director of County Wide Operations, announced the tests that will be provided are curative test. These tests are performed using a cheek swab. Results for the test are expected to be a 24-hour turnaround time. Positive results will be reported by the county. No action was taken.

**35666 ADOPT A PROCLAMATION DECLARING OCTOBER 2020 AS HILL COUNTRY NIGHT SKY MONTH.**

Commissioner Shell stated that Wimberley Valley and Dripping Springs are designated Dark Sky communities. He called on Louis Parks to speak for the members of the Wimberley Valley Dark Sky community. Louis Parks thanked the court and announced upcoming events. Commissioner Smith noted a possible amendment to state statute that will allow counties to designate dark sky counties. He stated he would be in support of that initiative. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a Proclamation declaring October 2020 as Hill Country Night Sky Month. All present voted "Aye." MOTION PASSED.**

**35667 ADOPT A PROCLAMATION DECLARING OCTOBER 2020 AS MANUFACTURING MONTH.**

Barbara Thompson of the Greater San Marcos Partnership also affiliated with the Greater San Marcos Manufacturing Association, thanked the court for the proclamation. She announced a website that will go live Friday that includes information for students to view manufacturing careers. Jason Giulietti of the Greater San Marcos Partnership also thanked the court for this proclamation. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring October 2020 as Manufacturing Month. All present voted "Aye." MOTION PASSED.**



SEPTEMBER 29, 2020

**UPDATE ON THE SEPTEMBER MEETING OF THE HILL COUNTRY MENTAL HEALTH DEVELOPMENTAL DISABILITIES BOARD BY CHARLIE CAMPISE.**

Charlie Campise gave an update to the court regarding the September meeting of the Hill Country Mental Health Developmental Disabilities Board. He stated during the meeting a bonus package for employees was approved, the Executive Director announced his resignation at the end of this year, and financial reports were given. Charlie Campise noted that the number of clients has increased during this time. No action was taken.

**35668 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**35669 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**35670 APPROVE COMMISSIONERS COURT MINUTES OF SEPTEMBER 22, 2020.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Commissioners Court Minutes of September 22, 2020. All present voted "Aye." MOTION PASSED.

**35671 APPROVE THE PAYMENT OF THE SEPTEMBER 30, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,910,000.00 EFFECTIVE SEPTEMBER 30, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of the September 30, 2020 payroll disbursements in an amount not to exceed \$3,910,000.00 effective September 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**35672 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE FY2020 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) IN THE AMOUNT OF \$40,565.36.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the acceptance of a grant award from the Texas Division of Emergency Management (TDEM) for the FY2020 Emergency Management Performance Grants (EMPG) in the amount of \$40,565.36. All present voted "Aye." MOTION PASSED.

**35673 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO 2 BEDROOM/2 BATH HOUSES AT 500 HARMON HILLS COVE, DRIPPING SPRINGS TX 78620.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses at 500 Harmon Hills Cove, Dripping Springs TX 78620. All present voted "Aye." MOTION PASSED.

**35674 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ANNUAL RENEWAL CONTRACT BETWEEN THE HAYS COUNTY PARKS DEPARTMENT/COUNTYWIDE OPERATIONS AND CHECKFRONT IN THE AMOUNT OF \$7,999 FOR THE CONTINUED ACCESS OF THE ONLINE RESERVATION SYSTEM.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute an annual renewal contract between the Hays County Parks Department/Countywide Operations and Checkfront in the amount of \$7,999 for the continued access of the online reservation system. All present voted "Aye." MOTION PASSED.



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SEPTEMBER 29, 2020

- 35675      AUTHORIZE THE RENEWAL OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE HAYS COUNTY LOCAL HEALTH DEPARTMENT (LHD) AND THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE TEXAS SYNDROMIC SURVEILLANCE (TXS2).**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the renewal of a Memorandum of Understanding (MOU) between the Hays County Local Health Department (LHD) and the Department of State Health Services (DSHS) for the Texas Syndromic Surveillance (TXS2). All present voted "Aye." MOTION PASSED.

- 35676      AUTHORIZE THE SUBMISSION OF AN INTENT TO APPLY TO THE TEXAS WATER DEVELOPMENT BOARD, FLOOD INFRASTRUCTURE FUND FOR THE ONION CREEK WATERSHED STUDY: FLOODPLAIN AND MAPPING.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the submission of an Intent to Apply to the Texas Water Development Board, Flood Infrastructure Fund for the Onion Creek Watershed Study: Floodplain and Mapping. All present voted "Aye." MOTION PASSED.

- 35677      APPROVE UTILITY PERMITS.**

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

- 35678      RATIFY THE PURCHASE OF A \$2,966.57 REPLACEMENT WATER HEATER FOR THE JUVENILE DETENTION CENTER AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to ratify the purchase of a \$2,966.57 replacement Water Heater for the Juvenile Detention Center and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35679      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE AGAVE RESTAURANT AT 3201 FM 3237, WIMBERLEY, TEXAS 78676.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for the Agave Restaurant at 3201 FM 3237, Wimberley, Texas 78676. All present voted "Aye." MOTION PASSED.

- 35680      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 9 - 5000 SQUARE FOOT OFFICE/WAREHOUSE BUILDINGS LOCATED AT 30305 RANCH ROAD 12, DRIPPING SPRINGS, TEXAS 78620.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for 9 - 5000 square foot office/warehouse buildings located at 30305 Ranch Road 12, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

- 35681      AUTHORIZE THE COMMISSIONER PCT. 4 OFFICE TO SUPPORT THE DRIPPING SPRINGS EDUCATION FOUNDATION RELATED TO A MENTAL HEALTH SERVICES INITIATIVE FOR STUDENTS AND FAMILIES WITHIN THE COMMUNITY.**

Commissioner Smith stated this initiative will benefit many people. He noted mental health issues are difficult for people to recognize since it is not physically visible. Commissioner Smith stated he would use his community outreach funds for these services. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Commissioner Pct. 4 Office to support the Dripping Springs Education Foundation related to a Mental Health Services Initiative for students and families within the community. All present voted "Aye." MOTION PASSED.



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SEPTEMBER 29, 2020

- 35682      AUTHORIZE THE COUNTY JUDGE TO SUPPORT THE HOMELESS OUTREACH, MITIGATION, AND EMERGENCY (H.O.M.E.) CENTER OF CENTRAL TEXAS RELATED TO PREVENTION AND EDUCATION TO ADDRESS HOMELESSNESS WITHIN OUR COMMUNITY.**

Tegan Debrock, Vice President of H.O.M.E. Center of Central Texas, spoke to the court about homelessness awareness. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to support the Homeless Outreach, Mitigation, and Emergency (H.O.M.E.) Center of Central Texas related to prevention and education to address homelessness within our community. All present voted "Aye." MOTION PASSED.

- 35683      APPROVE REVISIONS TO ELECTION JUDGES AND ALTERNATE JUDGES, EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION APPOINTEES TO SERVE FOR TWO YEAR TERMS.**

Commissioner Smith announced the additional names for the appointees. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve revisions to Election Judges and Alternate Judges, Early Voting Ballot Board and Signature Verification appointees to serve for two-year terms. All present voted "Aye." MOTION PASSED.

- 35684      APPROVE THE RELEASE OF THE MAINTENANCE BOND #1045271 IN THE AMOUNT OF \$352,823.51 AND ACCEPTANCE OF THE PAVEMENT REPAIRS COMPLETED ON THE ROADS WITHIN CROSSWINDS SUBDIVISION, PHASE 1, SECTION 1.**

Commissioner Ingalsbe noted staff recommendation to release the bond and accept the repairs. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the release of the maintenance bond #1045271 in the amount of \$352,823.51 and acceptance of the pavement repairs completed on the roads within Crosswinds subdivision, Phase 1, Section 1. All present voted "Aye." MOTION PASSED.

- 35685      APPROVE THE RELEASE OF THE REVEGETATION BOND #58S212707 IN THE AMOUNT OF \$74,567.50 FOR CROSSWINDS SUBDIVISION, PHASE 2.**

Commissioner Ingalsbe noted staff recommendation for this item. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the release of the revegetation bond #58S212707 in the amount of \$74,567.50 for Crosswinds subdivision, Phase 2. All present voted "Aye." MOTION PASSED.

- 35686      ACCEPT THE MAINTENANCE BOND RIDER EXTENSION #1848963 UNTIL DECEMBER 31, 2020 FOR SHADOW CREEK SUBD., PHASE 9, SECTION 2.**

Commissioner Jones noted staff recommendation for this item. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension #1848963 until December 31, 2020 for Shadow Creek Subd., Phase 9, Section 2. All present voted "Aye." MOTION PASSED.

- 35687      ACCEPT THE MAINTENANCE BOND RIDER EXTENSION #1060751 UNTIL DECEMBER 31, 2020 FOR SUNFIELD SUBD., PHASE 2, SECTION 11.**

Commissioner Jones noted staff approval for the acceptance of this bond. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension #1060751 until December 31, 2020 for Sunfield Subd., Phase 2, Section 11. All present voted "Aye." MOTION PASSED.

- 35688      ACCEPT THE MAINTENANCE BOND RIDER EXTENSION #1060750 UNTIL DECEMBER 31, 2020 FOR SUNFIELD SUBD., PHASE 2, SECTION 8.**

Commissioner Jones noted staff approval for the acceptance of this bond. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension #1060750 until December 31, 2020 for Sunfield Subd., Phase 2, Section 8. All present voted "Aye." MOTION PASSED.



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SEPTEMBER 29, 2020

- 35689      AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LOCKWOOD, ANDREWS & NEWMAN, INC. FOR RIGHT OF WAY SERVICES ON THE FM 110 PROJECT IN HAYS COUNTY, INCREASING THE COMPENSATION CAP FROM \$178,150.00. TO \$188,150.00.**

Commissioner Ingalsbe noted the additional cost will cover the completion of this project. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute Supplemental Agreement No. 3 to the Professional Services Agreement between Hays County and Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County, increasing the Compensation Cap from \$178,150.00. to \$188,150.00. All present voted "Aye." MOTION PASSED.

- 35690      APPROVE THE FINAL PLAT FOR EL MILAGRO, LOT 1 SUBDIVISION; PLN-1501-NP.**

Commissioner Smith noted staff recommendation for this final plat. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat for El Milagro, Lot 1 Subdivision; PLN-1501-NP. All present voted "Aye." MOTION PASSED.

- 35691      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AMENDED CONTRACT WITH PREMIER ER AND URGENT CARE FOR SARS-COV-2 COVID-19 TESTS.**

Commissioner Ingalsbe stated this amendment is necessary to include these particular tests that are listed. Tammy Crumley, Director of Countywide Operations, stated these are screening tests for the use of the jail and the juvenile detention facility. These screenings will allow the facilities to free up space at a faster rate. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an Amended contract with Premier ER and Urgent Care for SARS-CoV-2 COVID-19 tests. All present voted "Aye." MOTION PASSED.

- 35692      UPDATE THE 10 YEAR ADMINISTRATIVE VARIANCE TO PLATTING PROCEDURES PROCESS THAT WAS ORIGINALLY IMPLEMENTED JULY 1ST, 1997.**

Caitlyn Strickland, Director of Development Services, spoke to the court about the previously approved platting process. At this time the court decided to leave the 10-year cycle in place. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to update the 10 Year Administrative Variance to platting procedures process that was originally implemented July 1st, 1997. All present voted "Aye." MOTION PASSED.

- 35693      ACCEPT A \$289,075 GRANT AWARD FROM THE CENTER FOR TECHNOLOGY AND CIVIC LIFE (CTCL) FOR THE ELECTIONS ADMINISTRATION OFFICE AND AMEND THE FY21 BUDGET ACCORDINGLY.**

Commissioner Smith congratulated the Elections Office on their grant award. A motion was made by Commissioner Smith, seconded by Commissioner Jones to accept a \$289,075 grant award from the Center for Technology and Civic Life (CTCL) for the Elections Administration Office and amend the FY21 budget accordingly. All present voted "Aye." MOTION PASSED.

- 35694      EXECUTE AMENDMENT NO. 6 WITH WELLPATH, LLC TO ADD ADDITIONAL RN AND ADMINISTRATIVE SERVICES RELATED TO THE HEALTHCARE PROGRAM AT THE JAIL DIVISION; AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CH. 262.024(A)(4).**

Mark Kennedy, Office of General Counsel, noted the exemptions cover professional services. Commissioner Smith noted the increase was accounted for during the budget discussions for FY2021. A motion was made by Commissioner Jones, seconded by Commissioner Smith to execute Amendment No. 6 with Wellpath, LLC to add additional RN and Administrative services related to the healthcare program at the Jail Division; and authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.



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SEPTEMBER 29, 2020

**35695      AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE SALARY SAVINGS TO PAY DOWN VACATION ACCRUALS FOR FOUR CIVILIAN POSITIONS WITHIN THE EMERGENCY COMMUNICATIONS DIVISION.**

Captain Mark Cumberland requested the court pay down vacation accrued by four civilian positions. Commissioner Ingalsbe noted this type of request has come up from other offices previously. She suggested extending the vacation time. Commissioner Smith stated he is in support of paying down the vacation with the expectation that this will not be requested again next year. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Sheriff's Office to utilize salary savings to pay down vacation accruals for four civilian positions within the Emergency Communications Division. All present voted "Aye." MOTION PASSED.**

**35696      ADOPT A RESOLUTION DESIGNATING SPECIALIZED PUBLIC FINANCE INC. AS THE SUCCESSOR DISSEMINATION AGENT FOR THE CONTINUING DISCLOSURE AGREEMENTS RELATING TO THE HAYS COUNTY, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR PUBLIC IMPROVEMENT PROJECT).**

Julie Houston, Bond counsel, spoke regarding the county's bond options. Commissioner Shell noted this change is paid for by the developer and owners through the PID bond, so there is no cost to the county. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a resolution designating Specialized Public Finance Inc. as the successor dissemination agent for the continuing disclosure agreements relating to the Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project). All present voted "Aye." MOTION PASSED.**

**35697      ADOPT A RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR HAYS COUNTY, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREAS #1-2 PROJECT).**

Commissioner Shell requested the team ensure the developer has performed as necessary in order to take the next steps. Julie Houston, Bond counsel, stated certificates have been issued stating requirements have been met. She stated she would send that information to Jordan Powell, Office of General Counsel. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a resolution approving the form and authorizing the distribution of a preliminary limited offering memorandum for Hays County, Texas Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project). All present voted "Aye." MOTION PASSED.**

**35698      AUTHORIZE THE CONSTABLE PCT. 3 OFFICE TO HIRE ONE TEMPORARY EMPLOYEE ON AN AS NEEDED BASIS FOR ADMINISTRATIVE ASSISTANCE EFFECTIVE OCTOBER 1ST FOR A PERIOD NOT TO EXCEED TWELVE WEEKS.**

Interim Constable Don Montague, Precinct 3, requested a temporary employee to cover the Justice Clerk while she is on an extended leave. He stated there is an employee in mind to cover this position. Marisol Villarreal-Alonzo, Auditor, stated this position would be covered by salary savings. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Constable Pct. 3 Office to hire one temporary employee on an as needed basis for Administrative assistance effective October 1st for a period not to exceed twelve weeks. All present voted "Aye." MOTION PASSED.**

**35699      AUTHORIZE THE HAYS COUNTY HEALTH DEPARTMENT TO PROVIDE FLU VACCINES TO COUNTY EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS ENROLLED IN THE COUNTY HEALTH PLAN.**

Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated that everyone needs a flu shot as soon as they are available. Commissioner Ingalsbe thanked everyone involved in getting this item on the agenda and getting employees vaccinated. Judge Becerra requested Kim Hilsenbeck, Communications Manager, and Tammy Crumley, Director of Countywide Operations, put together information for the public regarding access to flu shots. Shari Miller, Human Resources Director, stated open enrollment for county employees will be different this year due to COVID-19 and social distancing. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. All present voted "Aye." MOTION PASSED.**



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SEPTEMBER 29, 2020

**35700 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN HAYS COUNTY AND HAYS COUNTY LAW ENFORCEMENT AGENCY (HCLEA), THE HAYS COUNTY SHERIFF'S OFFICE, AND ALL HAYS COUNTY CONSTABLES. THE COURT MAY ENTER EXECUTIVE SESSION TO CONSULT WITH COUNSEL ON THIS ITEM.**

Mark Kennedy, Office of General Counsel, gave the court an update of the changes that were made. Commissioner Ingalsbe and Commissioner Shell stated they were honored to work on this team. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Collective Bargaining Agreement between Hays County and Hays County Law Enforcement Agency (HCLEA), the Hays County Sheriff's Office, and all Hays County Constables. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Executive Session began at 9:57 a.m. and resumed back into open court at 10:40 a.m.

**EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING LA CIMA PUBLIC IMPROVEMENT DISTRICT. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

**35701 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.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to ratify the planner slot 1166-001 within the Development Services department to be corrected to a Grade 113 at the 21<sup>st</sup> percentile effective April 1, 2019. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #42 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 \$56,301.00 for the week of September 20 – September 26, 2020. The number of outsourced males were 157 inmates and females were 1 inmate. No action was taken.

**Clerk's Note Agenda Item #42 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY CENSUS PROGRAM INCLUDING UPDATES FROM JESSICA MEJIA. - WAS PULLED.**

**Clerk's Note Agenda Item #43 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 #44 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.**

## ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 11:56 a.m.

HAYS COUNTY COMMISSIONERS' COURT MINUTES



\*\*\*\*\*

SEPTEMBER 29, 2020

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 29, 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

Approve the payment of the October 15, 2020 payroll disbursements in an amount not to exceed \$2,992,000.00 effective October 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 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
Britney Richey, Hays County Treasurer	BECERRA	N/A

#### SUMMARY

Approve the October midmonth payroll disbursements not to exceed \$2,992,000.00.

## 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

Approve the reappointment of Julia Ramsay New and Michael Floreani for Emergency Services District #7, term ending December 31, 2022.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Lon Shell

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Julia Ramsay New and Michael Floreani have agreed to serve a two-year term beginning January 1, 2021. Term ending December 31, 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

Authorize payment to Pollock Company in the amount of \$591.70 in which no purchase order was issued as required per County Purchasing Policy .

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	\$591.70

#### LINE ITEM NUMBER

070-685-00.5208

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

#### SUMMARY

The JDC ordered cleaning products from Pollock, due to a price increase for the products received a purchase order was not requested. Funds are available within the FY20 operating budget to cover this purchase.

Attachment: Pollock Invoice #9007217861



3802 Binz-Engleman Rd. Suite #143, San Antonio, TX 78219  
Phone (210) 226-5181, Fax (210) 224-9571  
Accounts Receivable (800) 843-7320

**Bill-To-Party Address**

HAYS COUNTY AUDITOR  
712 SOUTH STAGECOACH TRAIL, #171  
SAN MARCOS TX 78666

**Ship-To-Party Address** 20080068

HAYS COUNTY JUVENILE  
DETENTION CENTER-  
2250 CLOVIS R BARKER ROAD  
SAN MARCOS TX 78666

**Remit To**

Pollock Investments Inc  
P.O. Box 735070  
Dallas, TX 75373-5070

**Information**

Invoice Number	9007217861
Invoice Date	06/16/2020
Customer Number	10001471
Purchase Order No.	6-4-2020
Salesperson	LINDSEY SCHULMAN - C
Order Number	6421259
Bill of Lading Num.	88492414
Payment Terms	Net 30
Freight Terms	Prepaid Freight

**COVID-19 Notice**

Due to the unprecedented circumstances surrounding the Coronavirus Disease (COVID-19) crisis, some products supplied by Pollock Orora may not be cancelled or returned. These high demand products include but are not limited to the following: gloves, sanitizers, disinfectant chemicals and wipes. Products ordered now are considered firm commitments to purchase and are considered non-cancellable and non-returnable. Orders cannot be cancelled and the product ordered cannot be returned for any reason other than a manufacturing defect. We will make every attempt to meet your requested needs, both during this crisis and for many years in the future. We appreciate your understanding as we all work to get through these challenging times.

**New Remittance Address Notice**

Please note our new remittance address. Please start sending all payments to:  
Pollock Investments Inc.  
P.O. Box 735070  
Dallas, TX 75373-5070

**Invoice Details**

Item	Material Description	Tax	Quantity	Unit Price	Extension(\$)
0010	<b>10164876</b> <b>6100173 15GAL NEUTRAL LAUNDRY DETERGENT</b> Size/Dimension: 15 GALLON PAIL Manuf. Part#: 6100173	N	1 PL	591.70 PL	591.70
Material Subtotal					591.70
<b>Total Amount</b>					<b>591.70</b>

No Claims, Allowances or Damage Adjustments unless reported upon ARRIVAL OF GOODS before using any portion thereof. This merchandise shipped with the understanding that we incur no obligation or liability resulting from the use of this material. If you would like to receive invoices via email, please contact your Pollock Representative.

Returns must be pre-approved and are subject to restocking and freight charges.

## 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 On-Site Sewage Facility Permit for a duplex located at 2320 S Old Stagecoach Rd, Kyle TX 78640.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Caitlyn Strickland, Director of Development Services

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Calvin and Jane Kirkham are proposing an OSSF to serve a new duplex. This 52-acre tract of land will be served by a private well.

The system designer, Christine Nixon, P.E. has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 360 gallons.

## 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

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

SMITH

#### CO-SPONSOR

BECERRA

#### SUMMARY

Permit #: TRN-2020-3879-UTL	Road Name: Trail Driver (Big Country subd)	Utility Company: West Travis County PUA (Water)	Type: Bore under road
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# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 8/31/2020 .

### Utility Company Information:

Name: WTCPUA  
Address: TX  
Phone: 5129212566  
Contact Name: Joey Sifuentes

### Engineer / Contractor Information:

Name: WTCPUA  
Address: 13215 Bee Cave Parkway Bee Cave TX 78738  
Phone: 5129137683  
Contact Name: Reuben Ramirez

### Hays County Information:

Utility Permit Number: TRN-2020-3879-UTL  
Type of Utility Service: Water Tap  
Project Description:  
Road Name(s): 13401 Trail Driver St., , , , , ,  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Tony D. Valle Valle".

Operations Superintendent

10/06/2020

Signature

Title

Date

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute the 3rd Letter Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

BORCHERDING

#### SPONSOR

INGALSBE

#### CO-SPONSOR

JONES

#### SUMMARY

This letter is extending the duration of the project by one year. No additional funds are being requested.

**THIRD AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment (“Amendment No. 3”) to the **Professional Services Agreement dated October 31, 2017** is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Lockwood, Andrews & Newnam, Inc. (hereinafter referred to as “Contractor”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

**Section 4. Duration** of the Agreement shall be amended to reflect:

The parties agree that the Work shall be completed by **October 31, 2021** (hereinafter referred to as 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 completion date. The County may grant such extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

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

**This Third Amendment to the Professional Services Agreement is hereby executed this the \_\_\_\_ day of October, 2020, as is evidenced by the authorized signatures of the Parties, below.**

**LOCKWOOD, ANDREWS & NEWNAM, INC.**  
**CONTRACTOR**

\_\_\_\_\_  
**PHIL MEADERS**  
**VICE PRESIDENT**

**HAYS COUNTY**

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST:** \_\_\_\_\_  
**ELAINE CARDENAS, MBA PhD**  
**HAYS COUNTY CLERK**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the execution of the FY 2021 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	None

#### LINE ITEM NUMBER

001-618-99-069

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office has received additional funding from the Drug Enforcement Administration to offset overtime costs for the detective assigned to the OCDETF Program, specifically Operation Brow Beater, Operation Glass Joe and Operation Roasted Gold. No county match is required.

Attachment: OCDETF SW-TXW-0896  
OCDETF SW-TXW-0929  
OCDETF SW-TXW-0935

Budget Amendment  
Increase Intergovernmental Revenue .4301 - \$10,000.00  
Increase Overtime Compensation .5302 - \$10,000.00

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2021 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 097494884  
Federal Tax Identification #: 74-6002241

Rural\* Y ☒ N ☒

DC#: X-32-

Amount Requested:  
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.

\$ 2,000.00

Number of Officers Listed: 1

From: October 1, 2020  
Beginning Date of Agreement  
To: September 30, 2021  
Ending Date of Agreement

State or Local Organization

Narcotics Supervisor: Lt Michael Briggs  
Telephone Number: (512) 757-1497  
E-mail Address: michael.briggs@co.hays.tx.us

Sponsoring Federal Agency(ies):  
Drug Enforcement Administration (DEA)

OCDETF Investigation / Strategic  
Initiative Number: SW- TXW-0896

Operation  
Name: Brow Beater

Operation  
Zip Code(s): 78759

Federal Agency Investigations:  
Number: M8-19-0006

State or Local Organization Name:  
Hays County Sheriff's Office

Address to receive OCDETF paperwork (no PO Boxes):

Attention:\*\* Vickie Dorsett

1307 Uhland Road

San Marcos, Texas 78666

Sponsoring Federal Agency  
Group/Squad Supervisor: GS Dwayne T. Crawley

Telephone Number: (512) 344-4900

E-mail Address: dwayne.t.crawley@usdoj.gov

Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Vickie Dorsett

Telephone Number: (512) 393-2275

E-mail Address: vickie.dorsett@co.hays.tx.us

Agreement (FY21), Page 1

\*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>

\*\*Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2021 Agreement Initial Funding Form**  
 FOR THE USE OF THE STATE OR LOCAL  
 OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: M8-19-0006

Amount Requested: \$ 2,000.00

*This amount should be entered on Page 1 of the Reimbursable Agreement.*

*Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.*

**Agreement Activity:** *(Please check all that apply)*

☐ Surveillance    ☐ Takedown    ☒ Trial/Court    ☐ Wire: ☐ Approved ☐ Pending    ☒ Other

*If Other, please describe the type of investigative activity the State & Local Agency will be participating in:*

Hays County Sheriff's Office supplies investigative support and surveillance units for the wiretap investigations. They also provide manpower support for the monitoring of the wire intercepts, surveillance and take-downs in addition to preparation for trial.

**Factors to Consider when Determining the Initial Agreement Amount:**

Average Officer Overtime Rate:

\$ 56.29

Estimated overtime hours for your active investigation plan, from the agreement start date:

71.00

Prior year agreement spending, if any:

\$ 0.00

*Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:*

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: \_\_\_\_\_  
*Authorized State or Local Official Title Date*  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director/Program Specialist Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: Brow Beater / SW-TXW-0896

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1. Kelly Woodard	Detective	7/26/74
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## OCDETF Officer Form Continued

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXW-0896

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
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## Definition of "Full-Time Participation" Exemption

**The Southwest Region Coordination Group State and Local OVERTIME POLICY**  
For purposes of reimbursing OCDETF overtime claims, the following applies:

**1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**

**2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime;**

**or**

**3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

**Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.**

**Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.**

**Any Other Exceptions or Justifications Agreement – This form should not be altered. Any changes/additions must be submitted in writing and pre-approved by OCDETF Regional Coordinator.**

ADDENDUM B  
TO STATE AND LOCAL OVERTIME AGREEMENT  
STRATEGIC INITIATIVE FUNDING REQUEST

**Note: The following ONLY pertains to Strategic Initiative Funding Requests**

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2021 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 097494884  
Federal Tax Identification #: 74-6002241

Rural\* Y ☒ N ☒

DC#: X-32-

Amount Requested:  
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.

\$ 4,000.00

Number of Officers Listed: 1

From: October 1, 2020  
Beginning Date of Agreement  
To: September 30, 2021  
Ending Date of Agreement

State or Local Organization

Narcotics Supervisor: Lt Michael Briggs  
Telephone Number: (512) 757-1497  
E-mail Address: michael.briggs@co.hays.tx.us

Sponsoring Federal Agency(ies):  
Drug Enforcement Administration (DEA)

OCDETF Investigation / Strategic  
Initiative Number: SW- TXW-0929

Operation  
Name: Glass Joe

Operation  
Zip Code(s): 78759

Federal Agency Investigations:  
Number: M8-20-0008

State or Local Organization Name:  
Hays County Sheriff's Office

Address to receive OCDETF paperwork (no PO Boxes):

Attention:\*\* Vickie Dorsett

1307 Uhland Road

San Marcos, Texas 78666

Sponsoring Federal Agency  
Group/Squad Supervisor: GS Dwayne T. Crawley

Telephone Number: (512) 344-4900

E-mail Address: dwayne.t.crawley@usdoj.gov

Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Vickie Dorsett

Telephone Number: (512) 393-2275

E-mail Address: vickie.dorsett@co.hays.tx.us

Agreement (FY21), Page 1

\*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>

\*\*Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2021 Agreement Initial Funding Form**  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: M8-20-0008

Amount Requested: \$ 4,000.00

*This amount should be entered on Page 1 of the Reimbursable Agreement.*

*Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.*

**Agreement Activity:** *(Please check all that apply)*

☒ Surveillance    ☒ Takedown    ☐ Trial/Court    ☒ Wire: ☐ Approved ☐ Pending    ☒ Other

*If Other, please describe the type of investigative activity the State & Local Agency will be participating in:*

Hays County Sheriff's Office supplies investigative support and surveillance units for the wiretap investigations. They also provide manpower support for the monitoring of the wire intercepts, surveillance and take-downs.

**Factors to Consider when Determining the Initial Agreement Amount:**

Average Officer Overtime Rate:

\$ 56.29

Estimated overtime hours for your active investigation plan, from the agreement start date:

71.00

Prior year agreement spending, if any:

\$ 0.00

*Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:*

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: \_\_\_\_\_  
*Authorized State or Local Official Title Date*  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director/Program Specialist Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: Glass Joe / SW-TXW-0929

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1. Kelly Woodard	Detective	7/26/74
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## OCDETF Officer Form Continued

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: Glass Joe / SW-TXW-0929

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
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## Definition of "Full-Time Participation" Exemption

**The Southwest Region Coordination Group State and Local OVERTIME POLICY**  
For purposes of reimbursing OCDETF overtime claims, the following applies:

**1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**

**2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime;**

**or**

**3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

Any Other Exceptions or Justifications Agreement – This form should not be altered. Any changes/additions must be submitted in writing and pre-approved by OCDETF Regional Coordinator.

ADDENDUM B  
TO STATE AND LOCAL OVERTIME AGREEMENT  
STRATEGIC INITIATIVE FUNDING REQUEST

**Note: The following ONLY pertains to Strategic Initiative Funding Requests**

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2021 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 097494884  
Federal Tax Identification #: 74-6002241

Rural\* Y ☒ N ☒

DC#: X-32-

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small>	
<u>\$ 4,000.00</u>	
Number of Officers Listed:	<u>1</u>
From: <u>October 1, 2020</u> <small>Beginning Date of Agreement</small>	
To: <u>September 30, 2021</u> <small>Ending Date of Agreement</small>	

OCDETF Investigation / Strategic Initiative Number: <u>SW- TXW-0935</u>	
Operation Name:	<u>Roasted Gold</u>
Operation Zip Code(s):	<u>78759</u>

Federal Agency Investigations: Number:	<u>M8-20-0025</u>
----------------------------------------	-------------------

State or Local Organization	
Narcotics Supervisor:	<u>Lt Michael Briggs</u>
Telephone Number:	<u>(512) 757-1497</u>
E-mail Address:	<u>michael.briggs@co.hays.tx.us</u>

State or Local Organization Name: <u>Hays County Sheriff's Office</u>	
Address to receive OCDETF paperwork (no PO Boxes):	
Attention:** <u>Vickie Dorsett</u>	
<u>1307 Uhland Road</u>	
<u>San Marcos, Texas 78666</u>	

Sponsoring Federal Agency(ies): <u>Drug Enforcement Administration (DEA)</u>
---------------------------------------------------------------------------------

Sponsoring Federal Agency Group/Squad Supervisor:	<u>GS Dwayne T. Crawley</u>
Telephone Number:	<u>(512) 344-4900</u>
E-mail Address:	<u>dwayne.t.crawley@usdoj.gov</u>

Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Vickie Dorsett  
Telephone Number: (512) 393-2275  
E-mail Address: vickie.dorsett@co.hays.tx.us

Agreement (FY21), Page 1

\*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>

\*\*Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2021 Agreement Initial Funding Form**  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: M8-20-0025

Amount Requested: \$ 4,000.00

*This amount should be entered on Page 1 of the Reimbursable Agreement.*

*Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.*

**Agreement Activity:** *(Please check all that apply)*

☒ Surveillance    ☒ Takedown    ☐ Trial/Court    ☒ Wire: ☐ Approved ☐ Pending    ☐ Other

*If Other, please describe the type of investigative activity the State & Local Agency will be participating in:*

Hays County Sheriff's Office supplies investigative support and surveillance units for the wiretap investigations. They also provide manpower support for the monitoring of the wire intercepts, surveillance and take-downs.

**Factors to Consider when Determining the Initial Agreement Amount:**

Average Officer Overtime Rate:

\$ 56.29

Estimated overtime hours for your active investigation plan, from the agreement start date:

71.00

Prior year agreement spending, if any:

\$ 0.00

*Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:*

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: \_\_\_\_\_  
*Authorized State or Local Official Title Date*  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*  
\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director/Program Specialist Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: Roasted Gold / SW-TXW-0935

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1. Kelly Woodard	Detective	7/26/74
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

## OCDETF Officer Form Continued

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: Roasted Gold / SW-TXW-0935

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11.		
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32.		

## Definition of "Full-Time Participation" Exemption

**The Southwest Region Coordination Group State and Local OVERTIME POLICY**  
For purposes of reimbursing OCDETF overtime claims, the following applies:

**1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**

**2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime;**

**or**

**3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

**Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.**

**Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.**

**Any Other Exceptions or Justifications Agreement – This form should not be altered. Any changes/additions must be submitted in writing and pre-approved by OCDETF Regional Coordinator.**

ADDENDUM B  
TO STATE AND LOCAL OVERTIME AGREEMENT  
STRATEGIC INITIATIVE FUNDING REQUEST

**Note: The following ONLY pertains to Strategic Initiative Funding Requests**

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.

## 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 an interlocal agreement with Travis County for the FY 2021 Sheriff's Combined Auto Theft Task Force (SCATTF) grant award in the amount of \$72,460.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	\$22,532

#### LINE ITEM NUMBER

001-618-99-005

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The SCATTF is comprised of an 18-county task force formed as a regional effort to combat vehicle related criminal activity. The Task Force works with police agencies and municipalities within their respective counties to help reduce auto theft and auto burglary.

The renewal grant period is September 1, 2020 through August 31, 2021 and will reimburse the base salary associated with the officer assigned to these duties. Required cash match for fringe was budgeted during the FY21 budget process.

Attachment: Travis County ILA



ANTHONY JOHNSON  
Chief Deputy

## SALLY HERNANDEZ

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

NELDA "SALLY" PENA  
Major - Corrections

WES PRIDDY  
Major - Administration & Support

CRAIG SMITH  
Major - Law Enforcement

September 15, 2020

Sheriff Gary Cutler  
Hays County  
1307 Uhland Rd  
San Marcos, TX 78666-5686

Dear Sheriff Cutler:

On June 10, 2020 you received a copy of the FY2021 Application with the requested salary amount for each agent. On June 16, 2020 we submitted our FY2021 grant application to the state requesting a continuation of \$631,174 in funds. On July 9, 2020 the MCVPA Board voted to award us \$607,154, which is \$23,983 (3.8%) less than what we requested.

Enclosed you will find your agencies updated Inter-Local Agreement. I know you have to take it to court, but if you can have it back to me by Friday, October 23, 2020 I would appreciate it. We will not be able to reimburse any salary expenses until the state has received their copy. There are three originals, one is for your file.

If you have any questions you can reach me via email at [tracy.miller@traviscountytexas.gov](mailto:tracy.miller@traviscountytexas.gov) or at 512.854.6923. I apologize for the extra step this year, and thank you for your cooperation. We look forward to having another successful grant year.

Sincerely,

Tracy J Miller, Senior Planner

Enclosure



*Safety, Integrity, Tradition of Service*

**FIRST AMENDMENT  
TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND HAYS COUNTY  
FOR THE SHERIFFS COMBINED AUTO THEFT TASK FORCE**

This First Amendment ("Amendment") is entered into between the following parties: **Travis County**, a political subdivision of the State of Texas, and **Hays County**, a political subdivision of the State of Texas.

**RECITALS**

**Travis County** and **Hays County** entered into an Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 ("Agreement") to apply for a grant from the Motor Vehicle Crime Prevention Authority of the State of Texas ("MVCPA") to assist in carrying out the duties of the Sheriffs Combined Auto Theft Task Force ("SCATTF").

**Travis County** and all participating Task Force agencies applied for grant funding in the amount of \$631,137, and **Travis County** and **Hays County** agreed to contribute to the total of \$28,713 in matching funds once the grant was approved;

The MVCPA approved the grant application, but reduced the grant funds by 3.8 percent, thereby reducing the matching funds of each participating Task Force agency that had agreed to contribute to funding to the SCATTF.

**FIRST AMENDMENT**

The Parties wish to revise the Agreement to reflect the reduction in grant funds and commit to the new fund amounts agreed to by each Party. Section 3.01 is hereby amended to remove the amounts from the Agreement and replace them with the following fund amounts:

Item Description	Amount	Method (Cash Paid / In Lieu of / In Kind)
Investigator	\$72,460	Grant Cash paid to <b>Hays County</b> for salary
Investigator	\$22,532	Fringe paid by <b>Hays County</b> in lieu of match

**CONTINUATION OF AGREEMENT**

Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms.

**EFFECTIVE DATE OF THIS AMENDMENT**

This Amendment is effective when approved by the governing body of each Party and executed by their authorized representatives.

**SIGNATURES**

**TRAVIS COUNTY**

Samuel T. Biscoe

Sam Biscoe, County Judge

9-8-20

Date

**HAYS COUNTY**

\_\_\_\_\_

Ruben Becerra, County Judge

\_\_\_\_\_

Date

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute Social Service Agency Contracts as approved in the FY 2021 budget.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-895-98]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Annual contracts that outline approved funding, services provided, and reporting requirements will be executed as approved during the FY21 budget process.

Attachment: FY21 Social Service Funding



# FY 2021 Social Service Funding - Commissioners Court Adopted

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2020 Amended Budget	2020 Actual Amount	2021 Requested	2021 Recommended	2021 Commissioners' Court Approved
Fund	<b>001 - General Fund</b>								
Department	<b>895 - Community Services</b>								
Division	<b>98 - Agencies</b>								
Cost Center	<b>301 - Buda Public Library</b>								
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	70,000.00	35,000.00	35,000.00
	Cost Center <b>301 - Buda Public Library Totals</b>	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$70,000.00	\$35,000.00	\$35,000.00
Cost Center	<b>302 - Dripping Springs Library</b>								
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	70,000.00	35,000.00	35,000.00
	Cost Center <b>302 - Dripping Springs Library Totals</b>	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$70,000.00	\$35,000.00	\$35,000.00
Cost Center	<b>303 - Kyle Community Library</b>								
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	70,000.00	35,000.00	35,000.00
	Cost Center <b>303 - Kyle Community Library Totals</b>	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$70,000.00	\$35,000.00	\$35,000.00
Cost Center	<b>304 - San Marcos Public Library</b>								
5800	Grant Funding	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	120,000.00	85,000.00	85,000.00
	Cost Center <b>304 - San Marcos Public Library Totals</b>	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$120,000.00	\$85,000.00	\$85,000.00
Cost Center	<b>305 - Wimberley Village Library</b>								
5600	Project Contributions	.00	.00	.00	.00	.00	100,000.00	100,000.00	100,000.00
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	70,000.00	35,000.00	35,000.00
	Cost Center <b>305 - Wimberley Village Library Totals</b>	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$170,000.00	\$135,000.00	\$135,000.00
Cost Center	<b>308 - Hays County Crimestoppers</b>								
5800	Grant Funding	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	Cost Center <b>308 - Hays County Crimestoppers Totals</b>	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Cost Center	<b>317 - Community Action</b>								
5800	Grant Funding	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00
5800_019	Grant Funding COVID-19 Relief	.00	.00	.00	20,000.00	20,000.00	.00	.00	.00
	Cost Center <b>317 - Community Action Totals</b>	\$19,000.00	\$19,000.00	\$19,000.00	\$39,000.00	\$39,000.00	\$19,000.00	\$19,000.00	\$19,000.00
Cost Center	<b>318 - Wimberley Sr Citizens</b>								
5800	Grant Funding	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	Cost Center <b>318 - Wimberley Sr Citizens Totals</b>	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Cost Center	<b>319 - Greater San Marcos Sr Citizens</b>								
5800	Grant Funding	3,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
	Cost Center <b>319 - Greater San Marcos Sr Citizens Totals</b>	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Cost Center	<b>320 - Kyle Area Sr Zone</b>								
5800	Grant Funding	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	15,000.00	12,000.00	12,000.00
	Cost Center <b>320 - Kyle Area Sr Zone Totals</b>	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$12,000.00	\$12,000.00



# FY 2021 Social Service Funding - Commissioners Court Adopted

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2020 Amended Budget	2020 Actual Amount	2021 Requested	2021 Recommended	2021 Commissioners' Court Approved
Fund	<b>001 - General Fund</b>								
Department	<b>895 - Community Services</b>								
Division	<b>98 - Agencies</b>								
Cost Center	<b>321 - Hill Country Sr Citizens</b>								
5800	Grant Funding	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00
	Cost Center <b>321 - Hill Country Sr Citizens Totals</b>	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00
Cost Center	<b>322 - Onion Creek Sr Citizens</b>								
5800	Grant Funding	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	Cost Center <b>322 - Onion Creek Sr Citizens Totals</b>	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Cost Center	<b>323 - Combined Community Action</b>								
5800	Grant Funding	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	15,000.00	13,000.00	13,000.00
	Cost Center <b>323 - Combined Community Action Totals</b>	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$13,000.00	\$13,000.00
Cost Center	<b>324 - The Friends Foundation</b>								
5800	Grant Funding	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	5,000.00	4,000.00	4,000.00
	Cost Center <b>324 - The Friends Foundation Totals</b>	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$4,000.00	\$4,000.00
Cost Center	<b>326 - Hays Co Area Food Bank</b>								
5800	Grant Funding	45,000.00	50,000.00	55,000.00	55,000.00	55,000.00	75,000.00	55,000.00	55,000.00
	Cost Center <b>326 - Hays Co Area Food Bank Totals</b>	\$45,000.00	\$50,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$75,000.00	\$55,000.00	\$55,000.00
Cost Center	<b>331 - Hays Trinity Groundwater Consvr</b>								
5800	Grant Funding	50,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center <b>331 - Hays Trinity Groundwater Consvr Totals</b>	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Center	<b>332 - Hays Co SWCD #351</b>								
5800	Grant Funding	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	7,500.00	4,500.00	4,500.00
	Cost Center <b>332 - Hays Co SWCD #351 Totals</b>	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$7,500.00	\$4,500.00	\$4,500.00
Cost Center	<b>338 - Hays Caldwl Alcohol &amp; Drug Abuse</b>								
5800	Grant Funding	37,500.00	37,500.00	37,500.00	37,500.00	37,500.00	40,000.00	37,500.00	37,500.00
	Cost Center <b>338 - Hays Caldwl Alcohol &amp; Drug Abuse Totals</b>	\$37,500.00	\$37,500.00	\$37,500.00	\$37,500.00	\$37,500.00	\$40,000.00	\$37,500.00	\$37,500.00
Cost Center	<b>339 - Hays-Caldwell Women's Center</b>								
5600	Project Contributions	.00	.00	300,000.00	300,000.00	.00	.00	.00	.00
5800	Grant Funding	70,000.00	75,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
5800_019	Grant Funding COVID-19 Relief	.00	.00	.00	20,000.00	20,000.00	.00	.00	.00
	Cost Center <b>339 - Hays-Caldwell Women's Center Totals</b>	\$70,000.00	\$75,000.00	\$380,000.00	\$400,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$80,000.00
Cost Center	<b>340 - Scheib Opportunity Center</b>								
5800	Grant Funding	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00



# FY 2021 Social Service Funding - Commissioners Court Adopted

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2020 Amended Budget	2020 Actual Amount	2021 Requested	2021 Recommended	2021 Commissioners' Court Approved
Fund	<b>001 - General Fund</b>								
Department	<b>895 - Community Services</b>								
Division	<b>98 - Agencies</b>								
Cost Center	<b>340 - Scheib Opportunity Center</b>	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00	\$42,500.00
	Totals								
Cost Center	<b>341 - Southside Community Center</b>								
5800	Grant Funding	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	30,000.00	25,000.00	25,000.00
5800_019	Grant Funding COVID-19 Relief	.00	.00	.00	20,000.00	20,000.00	.00	.00	.00
Cost Center	<b>341 - Southside Community Center</b>	\$25,000.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$25,000.00	\$25,000.00
	Totals								
Cost Center	<b>342 - Village of San Marcos</b>								
5600	Project Contributions	300,000.00	.00	.00	.00	.00	.00	.00	.00
Cost Center	<b>342 - Village of San Marcos</b>	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Totals								
Cost Center	<b>350 - San Marcos Youth Service Bureau</b>								
5800	Grant Funding	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	22,500.00	13,500.00	13,500.00
Cost Center	<b>350 - San Marcos Youth Service Bureau</b>	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$22,500.00	\$13,500.00	\$13,500.00
	Totals								
Cost Center	<b>351 - Greater SM Youth Shelter</b>								
5800	Grant Funding	60,000.00	65,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
5800_019	Grant Funding COVID-19 Relief	.00	.00	.00	20,000.00	20,000.00	.00	.00	.00
Cost Center	<b>351 - Greater SM Youth Shelter</b>	\$60,000.00	\$65,000.00	\$70,000.00	\$90,000.00	\$90,000.00	\$70,000.00	\$70,000.00	\$70,000.00
	Totals								
Cost Center	<b>352 - CASA of Central Texas</b>								
5600	Project Contributions	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	.00	.00	.00
5800	Grant Funding	35,000.00	35,000.00	40,000.00	40,000.00	40,000.00	100,000.00	40,000.00	40,000.00
5800_019	Grant Funding COVID-19 Relief	.00	.00	.00	10,000.00	10,000.00	.00	.00	.00
Cost Center	<b>352 - CASA of Central Texas</b>	\$135,000.00	\$135,000.00	\$140,000.00	\$150,000.00	\$150,000.00	\$100,000.00	\$40,000.00	\$40,000.00
	Totals								
Cost Center	<b>353 - Big Brothers and Big Sisters</b>								
5800	Grant Funding	5,250.00	5,250.00	5,250.00	5,250.00	5,250.00	10,000.00	5,250.00	5,250.00
Cost Center	<b>353 - Big Brothers and Big Sisters</b>	\$5,250.00	\$5,250.00	\$5,250.00	\$5,250.00	\$5,250.00	\$10,000.00	\$5,250.00	\$5,250.00
	Totals								
Cost Center	<b>354 - Hays Co Child Protective Board</b>								
5600	Project Contributions	.00	150,000.00	.00	51,500.00	42,750.00	.00	.00	.00
5800	Grant Funding	90,875.00	55,000.00	55,000.00	55,000.00	55,000.00	60,000.00	55,000.00	60,000.00
5800_019	Grant Funding COVID-19 Relief	.00	.00	.00	10,000.00	10,000.00	.00	.00	.00
Cost Center	<b>354 - Hays Co Child Protective Board</b>	\$90,875.00	\$205,000.00	\$55,000.00	\$116,500.00	\$107,750.00	\$60,000.00	\$55,000.00	\$60,000.00
	Totals								
Cost Center	<b>360 - Pet Prevent a Liter</b>								
5800	Grant Funding	5,625.00	15,625.00	20,625.00	20,625.00	20,625.00	25,000.00	20,625.00	20,625.00



# FY 2021 Social Service Funding - Commissioners Court Adopted

Budget Year 2021

Account	Account Description	2018 Actual Amount	2019 Actual Amount	2020 Adopted Budget	2020 Amended Budget	2020 Actual Amount	2021 Requested	2021 Recommended	2021 Commissioners' Court Approved
Fund	<b>001 - General Fund</b>								
Department	<b>895 - Community Services</b>								
Division	<b>98 - Agencies</b>								
	Cost Center <b>360 - Pet Prevent a Liter</b> Totals	\$5,625.00	\$15,625.00	\$20,625.00	\$20,625.00	\$20,625.00	\$25,000.00	\$20,625.00	\$20,625.00
5600	Cost Center <b>361 - San Marcos Animal Shelter</b>								
	Project Contributions	.00	.00	.00	150,000.00	.00	.00	150,000.00	150,000.00
	Cost Center <b>361 - San Marcos Animal Shelter</b> Totals	\$0.00	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	\$150,000.00
5800	Cost Center <b>366 - Nosotros La Gente</b>								
	Grant Funding	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	Cost Center <b>366 - Nosotros La Gente</b> Totals	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5800	Cost Center <b>368 - Indigeneous Cultures</b>								
	Grant Funding	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	5,000.00	1,500.00	1,500.00
	Cost Center <b>368 - Indigeneous Cultures</b> Totals	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$1,500.00	\$1,500.00
5800	Cost Center <b>375 - CARTS Hays Co Transit</b>								
	Grant Funding	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	25,000.00	20,000.00	20,000.00
	Cost Center <b>375 - CARTS Hays Co Transit</b> Totals	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$20,000.00	\$20,000.00
5600	Cost Center <b>384 - Friends of Family Justice Center</b>								
	Project Contributions	.00	.00	45,000.00	45,000.00	45,000.00	.00	.00	45,000.00
5800	Grant Funding	.00	.00	10,000.00	10,000.00	10,000.00	25,000.00	10,000.00	10,000.00
	Cost Center <b>384 - Friends of Family Justice Center</b> Totals	\$0.00	\$0.00	\$55,000.00	\$55,000.00	\$55,000.00	\$25,000.00	\$10,000.00	\$55,000.00
5800	Cost Center <b>385 - Capital Idea</b>								
	Grant Funding	.00	.00	25,000.00	25,000.00	25,000.00	100,000.00	25,000.00	30,000.00
	Cost Center <b>385 - Capital Idea</b> Totals	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00	\$100,000.00	\$25,000.00	\$30,000.00
	Division <b>98 - Agencies</b> Totals	\$1,236,750.00	\$1,026,875.00	\$1,281,875.00	\$1,583,375.00	\$1,124,625.00	\$1,330,000.00	\$1,086,875.00	\$1,141,875.00
	Department <b>895 - Community Services</b> Totals	\$1,236,750.00	\$1,026,875.00	\$1,281,875.00	\$1,583,375.00	\$1,124,625.00	\$1,330,000.00	\$1,086,875.00	\$1,141,875.00
	Fund <b>001 - General Fund</b> Totals	\$1,236,750.00	\$1,026,875.00	\$1,281,875.00	\$1,583,375.00	\$1,124,625.00	\$1,330,000.00	\$1,086,875.00	\$1,141,875.00
	Net Grand Totals	\$1,236,750.00	\$1,026,875.00	\$1,281,875.00	\$1,583,375.00	\$1,124,625.00	\$1,330,000.00	\$1,086,875.00	\$1,141,875.00

## 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

Approve the extension of the carry over limit of employee vacation time for FY 2020 to December 31, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey

#### SPONSOR

INGALSBE

#### CO-SPONSOR

SMITH

#### SUMMARY

Approve the extension of the carry over limit of employee vacation time earned in Fiscal Year 2020 to December 31, 2020. Hays County employees that have an excess of 240 hours as of September 30, 2020, will have until December 31, 2020, to use FY 2020 excess vacation hours. Any employees earning more than 240 hours after September 30, 2020, for FY 2021, will have until September 30, 2021, to use vacation hours as per the Hays County Personnel Policy.

## 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 resolution certifying that the County has approved a \$13,000 grant for FY 2021 to Combined Community Action, an organization that provides home delivered meals to homebound persons in the county that are elderly or have a disability.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	\$13,000

#### LINE ITEM NUMBER

001-895-98-323.5800

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Regarding Section 3 of the certification, the County Auditor has not reviewed the accounting system of the Combined Community Action Agency and therefore cannot attest to its compliance with the Uniform Grants Management Standards with regards to its financial management system.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

Attachment: Texas Department of Agriculture (TDA) Resolution for Combined Community Action home delivered meal grant program.



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEALS  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2021**

A resolution of the County of Hays (County), Texas, certifying that the county has made a grant to Meals on Wheels of the RCA/Combined Community Action (Organization), an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability, and certifying that the county has approved the organization's accounting system or fiscal agent.

*WHEREAS*, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meals Grant Program (Program); and

*WHEREAS*, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

*WHEREAS*, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

*WHEREAS*, the County recognizes Kelly Franke, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

***BE IT RESOLVED BY THE COUNTY:***

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$13,000 to be used between the:

**1 of October 2020 and the 30 of September 2021**

Day                      Month                      Year                      Day                      Month                      Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 13 day of October, 2020

*Signature*

*Signature of Authorized Official of the County*

Ruben Becerra, Hays County Judge

*Typed Name and Title*

## 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 On-Site Sewage Facility Permit for a warehouse with two small one-bedroom apartments located at 1020 Pier Branch Rd, Dripping Springs TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

#### SUMMARY

Karen Lockhart is proposing an OSSF to serve a warehouse with 3 bays available for rent and two one-bedroom apartments upstairs. This lot is in Sunset Canyon Section 3C Lot 17 and is served by West Travis PUA Public Water Supply.

The system designer, Stan Burrier, P.E., has designed a proprietary treatment system with flow equalization. After treatment the effluent will be dispersed via drip tubing for a maximum daily rate of 460 GPD. There are no variances requested.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Accept a \$16,745 contribution on behalf of the Hays County Child Protective Board (HCCPB) and amend the budget accordingly.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-895-98-354]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The HCCPB received a donation from the Remme Family utilizing the county federal tax identification number as authorized. Funds will be used to assist with purchasing furniture and supplies needed to have the Rainbow Room functional once the renovations are completed.

#### Budget Amendment:

Increase Revenue Contributions - 001-895-98-354.4610

Increase Project Contributions - 001-895-98-354.5600

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the submission of a complete application to the Texas Water Development Board, Flood Infrastructure Fund for the Onion Creek Watershed Study: Floodplain and Mapping.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 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
CRUMLEY/STRICKLAND	JONES	SMITH

#### SUMMARY

Hays County submitted an abridged application to the Texas Water Development Board Flood Infrastructure Fund (FIF) on June 15, 2020.

Hays County was invited to submit a complete application for funding to the Texas Water Development Board's inaugural round of Flood Infrastructure Fund for the Onion Creek Watershed Study: Floodplain and Mapping project. The project was included in the updated prioritization list based on criteria outlined in the 2020 Flood Intended Use Plan. The Intent to Apply form was approved in Commissioners Court on September 29, 2020 and was submitted to the Texas Water Development Board on September 29, 2020.

The total estimated project cost is \$430,000.  
Amount requested from the TWBD: \$215,000.00  
Local Share: \$215,000.00

Submission of the complete application is done electronically via e mail to FIF@twdb.texas.gov by October 19, 2020.

## Application Filing and Authorized Representative Resolution

A RESOLUTION by the Commissioners Court of the County of Hays requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Commissioners Court OF THE County of Hays:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 215,000.00 to provide for the costs of Onion Creek Watershed Study: Floodplain and Mapping.

SECTION 2: That Hays County Judge be and is hereby designated the authorized representative of the County of Hays for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the County of Hays before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

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

(Seal)

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APPLICANT Hays County §

1. in accordance with the 2020 Flood Intended Use Plan, the County of Hays (city, county, district, authority) has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and
2. in accordance with the 2020 Flood Intended Use Plan, all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.

Title: County Judge

\_\_\_\_\_  
Notary Public, State of Texas





## Flood Protection Planning for Watersheds – Category 1

*Due October 19, 2020 at 5:00 p.m. CST*

**Email to [FIF@twdb.texas.gov](mailto:FIF@twdb.texas.gov)** Include the Applicant's Name, Abridged Application Number, and Category in the subject line.

**Submittal Instructions:** Please email one indexed, electronic copy to [FIF@twdb.texas.gov](mailto:FIF@twdb.texas.gov) using MS Word, Shapefile, Excel, and/or Adobe Acrobat. All Adobe Acrobat PDFs **must be searchable**. Include the Applicant's Name, Abridged Application Number, and Category in the subject line of the email. For applications in excess of 150 MB, please contact [FIF@twdb.texas.gov](mailto:FIF@twdb.texas.gov) for submission instructions.

**For more information, please email [FIF@twdb.texas.gov](mailto:FIF@twdb.texas.gov).** Include the Applicant's Name, Abridged Application Number, and Category in the subject line of the email.

Example email subject line: Applicant Name, Abridged Application 12345, Category 1

Thank you.

Project information submitted in this application must be consistent with the project's submitted abridged application; any information that is inconsistent with the project's ranking in the prioritization list as approved by the board could result in the project losing prioritization points to the extent that the project may fall below the board-approved funding line. By submitting this Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Application by the stated deadline, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Application without review.

### GENERAL INFORMATION

<b>Entity Name</b>
Hays County
<b>Entity Type</b>
County Government
<b>A citation of the law under which the political subdivision operates and was created</b>
<b>Physical Address</b>
111 E. San Antonio Street Ste. 300 San Marcos TX, 78666
<b>Mailing Address</b>

<b>Primary Contact</b> Please list the primary project contact for day to day project implementation	<b>Name</b>	Caitlyn Strickland
	<b>Title</b>	Director Development Services
	<b>Phone</b>	512-393-2184

	<b>Email</b>	cstrickland@co.hays.tx.us
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<b>Grant Coordinator</b> Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	<b>Name</b>	Lindsay McClune
	<b>Title</b>	Grant Writer / Coordinator
	<b>Phone</b>	512.393.2209
	<b>Email</b>	Lindsay.mcclune@co.hays.tx.us

<b>Other Contact</b> (Financial Advisor, Legal/Bond Counsel, Project Engineer, etc.) _____	<b>Name</b>	Marisol Alonzo
	<b>Title</b>	County Auditor
	<b>Phone</b>	512-393-2253
	<b>Email</b>	Marisol.alonzo@co.hays.tx.us

<b>Other Contact</b> (Financial Advisor, Legal/Bond Counsel, Project Engineer, etc.) _____	<b>Name</b>	Vickie Dorsett
	<b>Title</b>	First Assistant to County Auditor
	<b>Phone</b>	512-393-2275
	<b>Email</b>	Vickie.dorsett@co.hays.tx.us

<b>Other Contact</b> (Financial Advisor, Legal/Bond Counsel, Project Engineer, etc.) _____	<b>Name</b>	
	<b>Title</b>	
	<b>Phone</b>	
	<b>Email</b>	

## GENERAL PROJECT INFORMATION

<b>Abridged Application Number(s)</b>	13527		
<b>Project Name</b>	Onion Creek Watershed Study: Floodplain and Mapping		
<b>Project Location</b> (Latitude/Longitude)			
<b>Counties in Project's Area</b> List counties where the project is located or providing service	Hays		
<b>Category Invited For</b>			
<input checked="" type="checkbox"/> <u>Category 1</u> Flood Protection Planning for Watersheds	<input type="checkbox"/> <u>Category 2</u> Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	<input type="checkbox"/> <u>Category 3</u> Federal Award Matching Funds	<input type="checkbox"/> <u>Category 4</u> Measures immediately effective in protecting life and property

## STATEMENT OF FUNDING

Please indicate the funding sources anticipated to sufficiently fund the project. Insert the dollar amounts applicable to the sources identified below. Entities may either use its own available funds or borrow FIF funds at 0% for any portion of the required local share not provided through the FIF grant funds. Other funding sources indicated below must be committed/awarded or under consideration by the funding agency. If federal funding is a source, please indicate the specific source and federal disaster number in the box below. While you may propose to use in-kind services on this form, any proposal must receive TWDB's approval.

Sources of Funding	Amount (\$)	Percent of Total Project Cost
a. Federal Funding Disaster Number:		
b. Local Contribution (All cash/loan/bond proceeds/non-federal grant sources <b>excluding FIF</b> )	\$215,000.00	
c. In-Kind Contribution (estimated value)		
d. TWDB FIF Grant	\$215,000.00	
e. TWDB FIF Loan Applicants with a loan component <b>MUST FILL OUT</b> the loan component questions below		
<b>TOTAL PROJECT COST (equals a+b+c+d+e)</b>	\$430,000.00	
Attach a budget and explanation of funds if needed	<input type="checkbox"/> Attached <input type="checkbox"/> NA	

## DESCRIPTION OF PROPOSED PROJECT

Hays County is requesting funds to complete Floodplain Modeling and Mapping of the Onion Creek Watershed. A portion of the Onion Creek Watershed is located within Hays County. Onion Creek Watershed starts in Blanco County and ends within Travis County. The Onion Creek Watershed is approximately 344 square miles, of which roughly 181 square miles of property within Hays County is affected by the Onion Creek Watershed. Currently, there are 310 subdivisions that are impacted by the watershed and 15,500 parcels of property.

The Onion Creek Watershed study is part of the Hays County's comprehensive effort to update floodplain modeling and mapping in consideration of the new National Oceanic Atmospheric Administration (NOAA) Atlas 14 rainfall data. As the City of Austin and Travis County are currently conducting a Hydrology and Hydraulic study of the Onion Creek Watershed, there will be a regionally benefit to complete an update for the portion of the watershed within Hays County. The intention is to utilize this study to help improve the regional data and knowledge of the Onion Creek Watershed in order to best serve and protect the citizens.

The objectives of this study are: (1) To develop new or updated geo-referenced hydraulic (HEC-RAS) models of the Onion Creek Watershed for both existing and fully developed land-use conditions for selected storm frequencies based on NOAA Atlas 14 rainfall data. (2) To map the 100-yr and 500-yr floodplains for existing land use conditions and the 25-yr and 100-yr floodplains for fully developed land-use conditions. (3) To develop selected flood risk products to support the evaluation and communication of flood risk. (4) To produce a hydraulic, mapping, and flood risk data that is necessary for FEMA to conduct a Physical Map Revision.

The anticipated final product of this project would consist of new and /or updated hydraulic models, updated floodplain spatial data, selected flood risk data products, and preparation of all data necessary for FEMA to conduct a Physical Map Revision (PMR).

An additional attachment, a support letter from the City of Dripping Springs and the City of Buda, is included with application as well as a list of political subdivisions whom were notified of the submission of this project.

Statement of Intent to Collaborate on Floodplain Studies for  
Onion Creek Hydrologic Unit Code (HUC) 1209020504


The City of Buda intends to collaborate with Hays County, Texas on a comprehensive flood planning study. The purpose and expected outcome of this collaboration is to create wholistic flood planning information so that Hays County communities have the best available data and tools to preserve the health and functionality of its floodplains and waterways, and to plan and implement future flood mitigation projects. In addition, the flood planning study will provide information to help the public better understand and respond to flooding risks. This collaboration would ensure the application of consistent flood planning methodology (e.g., development of hydrologic and hydraulic models) at a watershed scale spanning multiple local regulatory jurisdictions.

The desired parameters of this collaboration would include:

- Hays County acting through its Grants Administration Department will submit a Texas Flood Infrastructure Fund (FIF) flood project abridged application to the Texas Water Development Board (TWDB), and a full application if later invited by the TWDB, for FIF grant funds. Grant funds, if provided, would be used to study, in detail, elements of the Onion Creek Watershed within Hays County (e.g., hydraulic modeling; surveying; feasibility studies; etc.), and to manage and administer an overall flood planning project. It is understood that the apportionment of funds is wholly dependent upon the amount of FIF grant funds awarded to Hays County and that the apportionment would be based on the availability of actual grant funds received and Hays County regional partner funds provided, if any, for the flood planning project.
- Hays County, as the applicant and potential recipient of FIF grant funds from the TWDB, will have primary responsibility for the management of the flood planning in studies and for administration of the grant. This would include, but would not necessarily be limited to, procuring professional engineering services to conduct the flood planning study.
- Political subdivisions that elect to collaborate with Hays County in the conduct of the floodplain studies would be expected to provide support for the project in the form of in-kind services, which may be tracked, documented, and reported to Hays County for inclusion in required reports to the TWDB. Such in-kind services may include support from

engineering and technical staff; sharing of data, existing models, and other flood related information relevant to the conduct of the study; and include timely quality assurance/quality control (QA/QC) reviews of deliverables produced by Hays County's engineering consultant. In addition, the total amount of stream miles, if any, to be studied within each jurisdiction is dependent upon the amount of grant funding received by Hays County.

With a full understanding of the parameters of the collaboration described above, the City of Buda fully supports Hays County's application for FIF grant funds from the TWDB and agrees, as noted above, to participate in and support the project as a partner with Hays County.

By: 

Kenneth Williams, City Manager

Date: 6-3-2020

## CERTIFICATE

STATE OF TEXAS

COUNTY OF HAYS

§  
§  
§

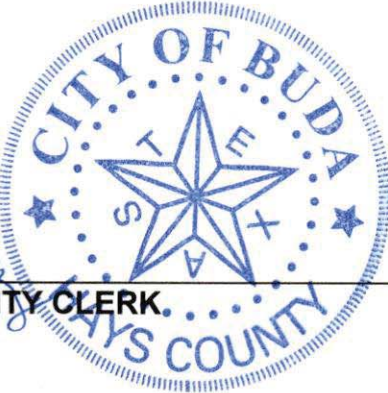
KNOW ALL BY THESE PRESENTS

I, Alicia Ramirez, City Clerk for the City of Buda, Texas, hereby certify that the City Council of the City of Buda, at its regular meeting held on June 2, 2020, adopted the attached Resolution 2020-R-21 to support the Hays County's SFY 20 Texas Flood Infrastructure Fund flood project abridged application, is a true and correct copy of the document adopted by the City Council of the City of Buda, and has been placed in the official Minute Records of the City of Buda, Volume 139.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of said City this 3<sup>rd</sup> day of June, 2020.

THE CITY OF BUDA

  
\_\_\_\_\_  
ALICIA RAMIREZ, CITY CLERK



**RESOLUTION NO. 2020-R-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, SUPPORTING HAYS COUNTY'S PROPOSED FY 2020 FLOOD INFRASTRUCTURE FUND PROJECT ABRIDGED APPLICATION, AND COMMITTING THE CITY OF BUDA TO PROVIDE MATCHING FUNDS, IF ANY, FOR AN AWARDED PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds the City of Buda is a Texas Home-Rule Municipality as that term is defined by Texas law; and

**WHEREAS**, the Texas Water Development Board (TWDB) has requested applications for the possible award of grants from the Texas Flood Infrastructure Fund (FIF) for drainage, flood mitigation, and flood control projects from qualified applicants for the State Fiscal Year 2020; and

**WHEREAS**, the TWDB will accept applications from political subdivisions in Texas that have the authority to plan for and implement projects related to flood protection; and

**WHEREAS**, Hays County intends to submit an abridged application to the TWDB for a FIF grant to develop a flood planning study for the Onion Creek Watershed that would include evaluation of potential flood mitigation alternatives and provide a better understanding of flooding effects on the main stem of Onion Creek and its tributaries within Hays County using NOAA Weather Atlas 14 precipitation data and current topographic survey data; and

**WHEREAS**, the City of Buda recognizes that the most beneficial method for flood planning is one that does not duplicate or conflict with existing projects, except for updating existing adopted flood protection plans; and

**WHEREAS**, the City of Buda desires to participate with Hays County to pursue implementation of viable solutions identified through a flood planning project partnership and will pursue and identify future potential sources of funding for implementation of viable solutions; and

**WHEREAS**, the City of Buda is an active participant in the National Flood Insurance Program, thereby making flood insurance available for all insurable structures within the regulatory jurisdiction of its Flood Damage Prevention Ordinance; and

**WHEREAS**, this Resolution was adopted at a meeting of the Buda City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Buda, Texas that:

**Section 1.** The City Manager is authorized to execute a letter of intent and all required project submittals on behalf of the City of Buda to support the Hays County Texas Flood Infrastructure Fund flood project abridged application; and

**Section 2.** That the City is committing to provide in kind support for any Hays County flood planning project awarded funding by the Texas Water Development Board; and

**Section 3.** That the City urges the Texas Water Development Board and the Region 10 Lower Colorado-Lavaca Regional Flood Planning Group to favorably consider Hays County's flood planning project application and funding request; and

**Section 4.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect; and


**Section 5.** That this Resolution shall take effect immediately upon execution by the Mayor.

**DULY PASSED and APPROVED**, on the 2<sup>nd</sup> day of June 2020.

**CITY OF BUDA, TEXAS**

  
George Haehn, Mayor



  
Alicia Ramirez, City Clerk

## **CITY OF DRIPPING SPRINGS**

### **RESOLUTION No. 2020-R29**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, SUPPORTING HAYS COUNTY'S PROPOSED FY 2020 FLOOD INFRASTRUCTURE FUND PROJECT ABRIDGED APPLICATION FOR AN AWARDED PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

**WHEREAS,** the City of Dripping Springs is a Type A, General Law City as that term is defined by Texas law; and

**WHEREAS,** the Texas Water Development Board (TWDB) has requested applications for the possible award of grants from the Texas Flood Infrastructure Fund (FIF) for drainage, flood mitigation, and flood control projects from qualified applicants for the State Fiscal Year 2020; and

**WHEREAS,** the TWDB will accept applications from political subdivisions in Texas that have the authority to plan for and implement projects related to flood protection; and

**WHEREAS,** Hays County intends to submit an abridged application to the TWDB for a FIF grant to develop a flood planning study for the Onion Creek Watershed that would include evaluation of potential flood mitigation alternatives and provide a better understanding of flooding effects on the main stem of Onion Creek and its tributaries within Hays County using NOAA Weather Atlas 14 precipitation data and current topographic survey data; and

**WHEREAS,** the City of Dripping Springs City Council recognizes that the most beneficial method for flood planning is one that does not duplicate or conflict with existing projects, except for updating existing adopted flood protection plans; and

**WHEREAS,** the City of Dripping Springs desires to participate with Hays County to pursue implementation of viable solutions identified through a flood planning project partnership and will pursue and identify future potential sources of funding for implementation of viable solutions.

**NOW, THEREFORE, IT IS HEREBY RESOLVED by the Dripping Springs City Council:**

1. The Mayor is authorized to execute a letter of intent and all required project submittals on behalf of the City of Dripping Springs to support the Hays County Texas Flood Infrastructure Fund flood project abridged application; and
2. That the City is committing to provide in kind support for any Hays County flood planning project awarded funding by the Texas Water Development Board; and
3. Any in kind support will be supplied upon approval of the City Administrator unless such in

kind support requires expenses in addition to staff and consultant time which expense shall be sent to the City Council for approval; and

4. That the City urges the Texas Water Development Board and the Region 10 Lower Colorado River Regional Flood Planning Group to favorably consider Hays County's flood planning project application and funding request; and
5. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect; and
6. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the 16<sup>th</sup> day of June 2020, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**



Bill Foulds, Jr. Mayor

**ATTEST:**

  
Andrea Cunningham, City Secretary

LIST OF POLITICAL SUBDIVISIONS TO WHICH NOTICE WAS SENT

**Blanco County**

The Honorable Brett Bray  
County Judge  
P.O. Box 387  
Johnson City, TX. 78636

**Capital Area Council of Governments**

Betty Voights, Executive Director  
6800 Burleson Rd. Bldg. 2013  
Suite 165  
Austin, TX. 78744

**Caldwell County**

The Honorable Hoppy Haden  
County Judge  
110 S. Main, Rm. 201  
Lockhart, TX. 78644

**City of Austin**

Spencer Cronk, City Manager  
P.O. Box 1088  
Austin, TX. 78767

**City of Buda**

George Haehn, Mayor  
121 Main Street  
P.O. Box 1380  
Buda, TX. 78610

**City of Dripping Springs**

Bill Foulds, Mayor  
P.O. Box 384  
Dripping Springs, TX. 78620

**City of Hays**

Lary Odom, Mayor  
520 Country Lane  
Buda, TX. 78610

**City of Kyle**

Travis Mitchell, Mayor  
100 W. Center Street  
Kyle, TX. 78640

**City of Mountain City**

Ralph McClendon, Mayor  
ATTN: Andrea Wells  
101 Mountain City Drive  
Mountain City, TX. 78610

**City of Neiderwald**

Reynell Smith, Mayor  
City Hall  
8807 FM 2001  
Neiderwald, TX. 78640

**City of San Marcos**

Jane Hughson, Mayor  
City Hall  
630 E. Hopkins  
San Marcos, TX. 78666

**City of Uhland**

Karen Gallaher, City Administrator  
15 North Old Spanish Trails  
Uhland, TX. 78640

**City of Wimberley**

Susan Jagers, Mayor  
P.O. Box 2027  
Wimberley, TX. 78676

**City of Woodcreek**

William P. Scheel, Mayor  
41 Champion Circle  
Wimberley, TX. 78676

**Driftwood Conservation District**

Stephen C. Dickman  
President  
c/o Andy Barrett, Andy Barrett &  
Associates, PLLC  
3300 Bee Cave Rd., Ste. 650 #189  
Austin, TX 78746

**Dripping Spring Water Supply**

William Jackson, President  
Corporation  
101 Hays St. Ste. 416  
Dripping Springs, TX 7862

LIST OF POLITICAL SUBDIVISIONS TO WHICH NOTICE WAS SENT

**Goforth SUD**

Ronald Bell, President  
8900 Neiderwald Strasse  
Kyle, TX 78640

**Guadalupe – Blanco River Authority**

Kevin Patterson, J.D., General Manager  
933 East Court St.  
Seguin, TX. 78155

**Hays County WCID 1**

Doug Botts, President  
151 Trinity Hills Dr.  
Austin, TX 78737

**Hays County WCID 2**

Royce Wachsmann, President  
151 Trinity Hills Dr.  
Austin, TX 78737

**Headwaters MUD**

Harvey E. Zinn, President  
8500 Bluffstone CV.  
Ste. B104  
Austin, TX 78759

**Lower Colorado River Authority**

Timothy Timmerman, Chair  
P.O. Box 220  
Austin, TX. 78767

**Reunion Ranch WCID**

Dennis Daniel  
President  
2001 N. Lamar Blvd  
Austin, TX 78705

**Ruby Ranch Water Supply Corporation**

Steve Seiger  
President  
PO Box 1585  
Buda, TX 78610

**San Antonio River Authority**

Suzanne Scott, Chair  
P.O. Box 839980  
San Antonio, TX 787283

**Sunfield MUD**

President of the Board of Directors  
6500 River Place Blvd.  
Bldg, 4, Ste. 104  
Austin, TX 78740

**South Buda WCID No 1**

Marvin Morgan  
President  
500 N. Capital of Texas HWY  
BLDG 1 Ste 125  
Austin, TX 78746

**Travis County**

The Honorable Sam Biscoe  
County Judge  
P.O. Box 1748  
Austin, TX. 78767

**West Travis County Public Utility**

Scott Roberts  
President  
Agency  
13215 Bee Cave Pkwy  
Bldg. B, Ste. 110  
Bee Cave, TX 78738

**Village of Bear Creek**

Bruce Upham, Mayor  
ATTN: Kathryn Rosenbluth  
13012 N. Madrone Trail  
Austin, TX. 78737

## 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 Supplemental Work Authorizations with HNTB Corporation re-allocating previously authorized funds from one project to another under the Hays County/TxDOT Partnership Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	\$0.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, HNTB / Jerry Borcharding, Transportation Director	JONES	N/A

#### SUMMARY

The execution of these supplemental work authorizations to the FY2020 program management efforts for the Partnership program will not change the authorized amount approved 9/24/2019 through Supplemental #6 to the Professional Service Agreement. Below is a summary of the budget transfers allowing for re-allocation from one project that experienced savings to other projects that require additional budget.

Supplemental #1 to Work Authorization #77 (FM 110 North) decreases the authorized amount by \$17,000.00;

Supplemental #1 to Work Authorization #75 (Buda Truck Bypass/Robert S. Light & RM 967 Maintenance) increases the authorized amount by \$2,500.00;

Supplemental #1 to Work Authorization #80 (Misc/Catch-All) increases the authorized amount by \$14,500.00.

**SUPPLEMENTAL NO. 1**  
**TO**  
**WORK AUTHORIZATION NO. 75**

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HNTB Corporation (*the "Consultant"*).

**Part 1.** The *Consultant* will provide the following professional services:

*Program management activities as specified in the Scope of Work related to the Buda Truck Bypass/Robert S. Light Blvd ext. – West of the IH 35/cement plant interchange to FM 1626 (CSJ0914-33-068) & RM 967 Maintenance partnership program project*

**Part 2.** The maximum amount payable for services under this Supplemental Work Authorization without modification is \$146,605.00 reflecting an increase of \$ 2,500.00 through this Supplemental No. 1.

**Part 3.** Payment to the *Consultant* for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Supplemental Work Authorization shall remain effective as of April 1, 2020 and shall terminate on September 30, 2020, unless extended by a Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Supplemental Work Authorization is hereby accepted and acknowledged below.

Hays County, Texas  
(County)  
By: \_\_\_\_\_

Name: Mark Jones

Title: Commissioner – Precinct 2

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

HNTB Corporation  
(HNTB)  
By:  \_\_\_\_\_  
DA5206102E25426...

Name: Michelle Dippel

Title: Vice-President

Date: 8/18/2020

**SUPPLEMENTAL NO. 1**  
**TO**  
**WORK AUTHORIZATION NO. 77**

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HNTB Corporation (*the "Consultant"*).

**Part 1.** The *Consultant* will provide the following professional services:

*Program management activities as specified in the Scope of Work related to the FM 110 North – IH35/Yarrington Road to SH 80 (CSJ3545-01-001/3545-03-002) partnership program project.*

**Part 2.** The maximum amount payable for services under this Supplemental Work Authorization without modification is \$153,068.00 reflecting a decrease of \$ 17,000.00 through this Supplemental No. 1.

**Part 3.** Payment to the *Consultant* for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

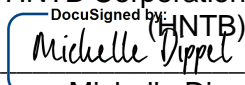
**Part 4.** This Supplemental Work Authorization shall remain effective as of April 1, 2020 and shall terminate on September 30, 2020, unless extended by a Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Supplemental Work Authorization is hereby accepted and acknowledged below.

Hays County, Texas  
(County)

By: \_\_\_\_\_  
Name: Debbie Ingalsbe  
Title: Commissioner – Precinct 1  
Date: \_\_\_\_\_

HNTB Corporation  
DocuSigned by:  
  
Name: Michelle Dippel  
Title: Vice-President  
Date: 8/18/2020

**SUPPLEMENTAL NO. 1**  
**TO**  
**WORK AUTHORIZATION NO. 80**

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HNTB Corporation (*the "Consultant"*).

**Part1.** The *Consultant* will provide the following professional services:

*Program management activities as specified in the Scope of Work related to the FM 150 Center Turn Lane (CTL) – Lehman Road to SH 21 (CSJ0805-01-020), RR 12 Safety Improvements – RM 32 to Wonderland Drive (CSJ0285-03-055), IH-35 NB Ramp Reversal – Blanco River to Yarrington Road (CSJ0016-02-145), Posey Road @ IH-35 Interchange & Ramps (CSJ0016-03-103), FM 967 Center Turn Lane – Cole Springs Road to FM 1626 (CSJ1776-01-032) and FM 110 South – FM 621 to SH 123 (CSJ3545-02-900/3545-02-901) partnership program project.*

**Part 2.** The maximum amount payable for services under this Supplemental Work Authorization without modification is \$84,480.00 reflecting an increase of \$ 14,500.00 through this Supplemental No. 1.

**Part 3.** Payment to the *Consultant* for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Supplemental Work Authorization shall remain effective as of April 1, 2020 and shall terminate on September 30, 2020, unless extended by a Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Supplemental Work Authorization is hereby accepted and acknowledged below.


FY 2020 Program Management Budget  
Hays County-TxDOT Partnership Program

Hays County, Texas  
(County)  
By: \_\_\_\_\_  
Name: Debbie Ingalsbe  
Title: Commissioner – Precinct 1  
Date: \_\_\_\_\_

HNTB Corporation  
DocuSigned by: (HNTB)  
By: Michelle Dippel  
Name: Michelle Dippel  
Title: Vice-President  
Date: 8/18/2020

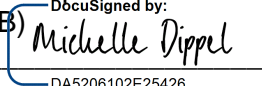
FY 2020 Program Management Budget  
Hays County-TxDOT Partnership Program

Hays County, Texas  
(County)  
By: \_\_\_\_\_  
Name: Mark Jones  
Title: Commissioner – Precinct 2  
Date: \_\_\_\_\_

HNTB Corporation  
(HNTB)  
By:  \_\_\_\_\_  
Name: Michelle Dippel  
Title: Vice-President  
Date: 8/18/2020

FY 2020 Program Management Budget  
Hays County-TxDOT Partnership Program

Hays County, Texas  
(County)  
By: \_\_\_\_\_  
  
Name: Lon Shell  
  
Title: Commissioner – Precinct 3  
  
Date: \_\_\_\_\_

HNTB Corporation  
(HNTB)  
By:   
DA5206102E25426...  
  
Name: Michelle Dippel  
  
Title: Vice-President  
  
Date: 8/18/2020

## 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

Authorize On-Site Sewage Facility Permit for 2 mobile homes at 420 Red Fox Ct, Kyle, TX 78640.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Caitlyn Strickland, Director of Development Services

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Antonio Garcia is proposing an On-Site Sewage System to serve 2 Single Family Residences. This 2.06-acre tract of land will be served by public water.  
The system designer, Karel Zaleski, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface disposal for a maximum daily rate of 420 gallons.

## 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 an extension with the United Way for Greater Austin related to the grant award for the Central Texas 2020 Get-Out-The-Count Efforts and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2020	N/A

#### LINE ITEM NUMBER

001-712-16-129]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

#### SUMMARY

Due to the recent deadline extension granted by the United States Census Bureau for 2020 census count efforts, the United Way for Greater Austin has authorized a grant extension in order to utilize the remaining funds available to Hays County. Funding will be utilized for printed materials and social media outreach. No matching funds are required.

Attachment: UW 2020 Census Grant Extension

##### Budget Amendment:

Increase Contributions .4610 - (\$3,548)

Increase Miscellaneous .5391 - \$1,774 (social media outreach)

Increase Printing .5461 - \$1,774 (signs and handouts)



United Way for Greater Austin

## 2020 Census Grant No-Cost Extension

This amendment is made to the 2020 Census Grant Agreement previously executed by and between Hays County, hereinafter called "Grantee," and United Way for Greater Austin, hereinafter called "United Way ATX."

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement with a no-cost extension. The details of the amendment are as follows:

Recitals 2 is amended effective October 1, 2020 to read:

### 2. Term

The term of this Contract begins on the 1st of January, 2020 and ends on the 31<sup>st</sup> of October, 2020 (the "Term"), unless terminated at an earlier date in accordance with Section 3 of this Contract. Grantee shall, within thirty (30) days following any termination of this Contract for any reason, return to United Way ATX any portion of the Aggregate Amount not yet expended by Grantee, and/or not encumbered in accordance with the Specific Contract Requirements as of the termination date.

Attachment A, Specific Contract Requirements, is amended effective October 1, 2020 to include the following reporting schedule.

### 1. REPORTING

#### Reporting Schedule

Report	Due Date*
January Activities	February 7, 2020
February Activities	March 9, 2020
March & April Activities	May 7, 2020
May Activities	June 7, 2020
June Activities	July 8, 2020
July Activities	August 7, 2020
August Activities	September 7, 2020
September Activities	October 16, 2020
Final Report	November 6, 2020

This amendment shall take precedent over any previous amendments. All other terms and conditions that are not hereby amended, including program description and scope of work are to remain in full force and effect.

[Signature Page Follows.]



United Way for Greater Austin

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

United Way for Greater Austin	Hays County
By: _____ Signature	By: _____ Signature
Name: <u>David C. Smith</u>	Name: Ruben Becerra
Title: <u>CEO</u>	Title: Hays County Judge
Date: _____	Date: _____
	Federal Tax ID#: 74-6002241

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<sup>i</sup> Date reflects the new deadline announced by the Census Bureau on October, 1, 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

Approve specifications for IFB 2021-B01 Hays County Multilayer Well and authorize Purchasing to solicit for proposals and advertise.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Tammy Crumley

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Hays County is requesting bids from licensed drilling contractors to drill a multi-layer well in Hays County.

Attached:

IFB 2021-B01 Hays County Multi-Layer Well

Attachment A: IFB 2021-B01 Map and Well Site

Attachment B: IFB 2021-B01 Bid Form

Attachment C: IFB 2021-B01 Detailed Well Design Example



## SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2021-B01  
Hays County Multilayer Well

Date Issued: October 15, 2020

### SOLICITATION

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

**2:00 p.m. local time November 5, 2020.**

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

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this RFP must be  
received in writing no later than 5:00  
on October 28, 2020.

Phone No.: (512) 393-2267

### OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of  
person authorized to conduct  
negotiations on behalf of Respondent:

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award  
made by Commissioners Court on:

Date:

Agenda Item:

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

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date

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## I. IFB Submittal Checklist

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

### **A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:**

- \_\_\_\_ 1. Solicitation, Offer and Award completed and signed
- \_\_\_\_ 2. Vendor Reference Form
- \_\_\_\_ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- \_\_\_\_ 4. Conflict of Interest Questionnaire completed and signed
- \_\_\_\_ 5. Code of Ethics signed
- \_\_\_\_ 6. HUB Practices signed
- \_\_\_\_ 7. House Bill 89 Verification signed and notarized
- \_\_\_\_ 8. Senate Bill 252 Certification
- \_\_\_\_ 9. Vendor/Bidder's Affirmation completed and signed
- \_\_\_\_ 10. Federal Affirmation and Solicitation Acceptance completed and signed
- \_\_\_\_ 11. Related Party Disclosure Form completed and signed
- \_\_\_\_ 12. Any addenda applicable to this solicitation
- \_\_\_\_ 13. Bid bond for 5% of total bid amount
- \_\_\_\_ 14. Completed bid form
- \_\_\_\_ 15. Electronic Submission of Bid Packet through BidNet Direct or
- \_\_\_\_ 16. One original of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

## II. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2021-B01  
Hays County Multilayer Well
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope  
One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic Bid packets can be submitted through BidNet Direct, no thumb Drive required.
- 5. Deadline for Responses:** In issuing office no later than:  
**Thursday, November 5, 2020; 2:00 p.m. Central Time (CT)**
- 6. Pre-Bid Meeting:** **Recommended**  
**Thursday, October 22, 2020; 10:00 a.m. Central Time (CT)**  
Meeting Information (location, or online platform and login) will be posted in the form of an addendum on Monday, October 19, 2020.
- 7. Bonding Requirements:** Bid Bond: 5% of total bid amount due at bid submittal  
Performance and Payment Bonds: 100% of Contract Price within 10 days of award
- 8. Initial Contract Term:** November 2021 – September 30, 2021
- 9. Optional Contract Terms:** None
- 10. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)
- 11. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than Wednesday, October 28, 2020; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESD websites.
- 12. Addenda** Any interpretations, corrections or changes to this RFP and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

**13. Contact with County Staff:**

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

**Anticipated Schedule of Events**

October 15, 2020	Issuance of IFB
October 22, 2020	Pre-Bid Meeting (10:00 AM CT)
October 28, 2020	Deadline for Submission of Questions (5:00 PM CT)
November 5, 2020	Deadline for Submission of Bids (2:00 PM CT) <b>Late bids will not be accepted.</b>
November 2020	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County is requesting bids from licensed drilling contractors to drill a multi-layer well in Hays County. The well will be located on Hays County owned property approximately 150' south of the intersection of FM 3237 and Camino De Rancho in Hays County. A map with the well site and the approved coordinates for the well can be viewed in Attachment A: IFB 2021-B01 Map and Well Site. The well is designated as a Barton Springs Edwards Aquifer Conservation District (BSEACD) multi-purpose well. This well will serve local Fire Departments for fire safety purposes, the Hays County Transportation Department for road construction needs within the Wimberley Valley Area and provide BSEACD with groundwater monitoring data. This well will provide ongoing water depth recording and water quality analysis to the District and the Community. This well will also have a five horsepower, approximately 25 gallon per minute pump included in the design with a pumpage volume of no more than 100,000 gallons per year. Additionally, a storage tank with approximately 50,000 galloon capacity will be installed on site.

The contractor is to provide a drilling rig capable of reaching objective depths plus all equipment and services outlined in the following bid. Bids should include costs for drilling and completing the captioned monitor well and site clean-up. Assistance will also be required from the contractor during pump installation. Drilling operations are expected to commence by February 1, 2021.

It Is the County's intent that other governmental entities throughout Texas have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. Once a final contract with the County is negotiated, Vendor will be obligated to offer those terms to such other organizations and entities in accordance with Vendor's Proposal, if another governmental entity executes a piggyback agreement with Hays County.

#### B. Scope of Work

Bid submittal should include but is not necessarily limited to the tasks listed below. **Note that specific depths are subject to change depending on the depth of strata/water encountered during drilling operations and geophysical logging.**

1. Site preparation, move-in & setup including installation and maintenance of a silt-fence to contain drilling fluids coming out of the borehole.
2. Drill nominal 10" borehole from surface to forecast total depth of 850 feet; cutting samples to be collected over 10' intervals to TD. Condition hole for logging.
3. Rig and crew standby for geophysical logging and downhole video.
4. Seal off Hammett formation, if penetrated; furnish and install appropriate, 4.85" O.D., PVC casing from surface to top of Cow Creek formation (forecast 756'), and mill-slotted PVC pipe across the top 80' of the Cow Creek.
5. Install gravel pack (washed and bagged filter sand) in the annular space across the slotted interval to include Cow Creek and into basal Hensel.
6. Install one (forecast 730') 1.25" O.D. (outside diameter) piezometer in the casing/borehole annulus with 20' of mill-slotted PVC screen, gravel pack the screened-interval.

7. Install one (forecast 480') 1.25" O.D. (outside diameter) piezometer in the casing/borehole annulus with 20' of mill-slotted PVC screen, gravel pack the screened-interval.
8. Cement annulus from top of gravel pack to surface with type H cement (tremie).
9. Furnish and install permanent pump capable of producing at least 25gpm with 1" I.D. (inside diameter) access tube and all electronics, wiring, and plugs necessary to operate the pump.
10. Set 6x6' concrete slab; complete well head installation; clean-up site as required.

#### **C. Qualifications**

Hays County is seeking to contract with a competent consultant who meets the following minimum requirements:

- Drillers must be licensed with the Texas Department of Licensing and Regulation (TDLR)
- Extensive experience designing and drilling functioning wells that use more than one piezometer to monitor different hydrogeologic layers of an aquifer (5 years minimum)
- Experience drilling wells in both the Trinity and Edwards Aquifer within Hays County
- Experience with EPA Regulations and the Endangered Species Act
- Experience and knowledge with Hays County Development Regulations

#### **D. Mandatory Bid Form**

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment B: IFB 2021-B01 Bid Form. Refer to Attachment C: IFB 2021-B01 Detailed Well Design Example reference.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

#### **E. Submittal Requirements**

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

Mailed or Dropped off Proposals:

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

Electronic Proposals:

- Upload proposal with required forms manually signed by Respondent.

#### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid.

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

#### **F. Award of Contract**

**BASIS OF AWARD:** The County reserves the right to award a contract for named project to a bidder on the basis of total low bid and/or the best value for the County. Bidders must bid on all items in order to be considered responsive. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

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

**CONTRACT:** This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

**BIDDER AGREES,** if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

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

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

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

**CONTRACT TERM:** The term of this contract will begin on the effective date of this contract and remain in effect until September 30, 2021 or until the project is completed, whichever comes first. Contract may be extended by the Commissioners Court of Hays County.

#### **G. Bond Requirements**

**BID BOND:** A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

**PERFORMANCE & PAYMENT BONDS:** Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

#### **H. Warranty of Performance**

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

**CONTINUING NON-PERFORMANCE** of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

**COMPLIANCE WITH LAWS:** The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the

duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

**LIQUIDATED DAMAGES FOR DELAYS:** If the work is not substantially complete by July 31, 2019, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$ 500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

**EXCUSABLE DELAYS:** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## IV. General Terms and Conditions for Solicitations

### Applicable To: Invitations for Bid (IFB)

#### 1. GENERAL DEFINITIONS:

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

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

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

#### 4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

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

#### 12. CHANGES:

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

#### 13. REPRESENTATIONS:

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

#### 14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

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

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**25. FORFEITURE OF CONTRACT:**

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

**26. CONTRACTOR CLAIMS NOTIFICATION:**

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

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

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

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

### 30. ADDITIONAL GENERAL PROVISIONS:

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

### 31. INTERPRETATION OF CONTRACT:

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

- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

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

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

## V. Vendor Reference Form

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

REFERENCE ONE
---------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
-----------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

## VI. Certificate of Interested Parties

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

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

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

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received _____	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  _____		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>  <div style="padding: 20px;"> <p><b>A.</b> Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p><b>B.</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>  <div style="height: 100px;"></div>		
<b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>		
<b>7</b> _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee’s immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

## X. Hays County House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of  
\_\_\_\_\_(Company or Business name, hereafter referred to as Company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and  
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the  
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date

## XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, \_\_\_\_\_, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

## XII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Hays County, or;

\_\_\_\_\_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

\_\_\_\_\_  
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

### **XIII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

**1. Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

**2. Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

**3. Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

**4. Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**5. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding

\$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

**6. Minority and Women's Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

**7. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that 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).

**8. Historic Properties**

Respondent and any potential subcontractors shall 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.).

**9. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

#### XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

##### Section A: Current Hays County Employee

Employee Name	Title

##### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

##### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

##### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:


Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name of Vendor

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

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

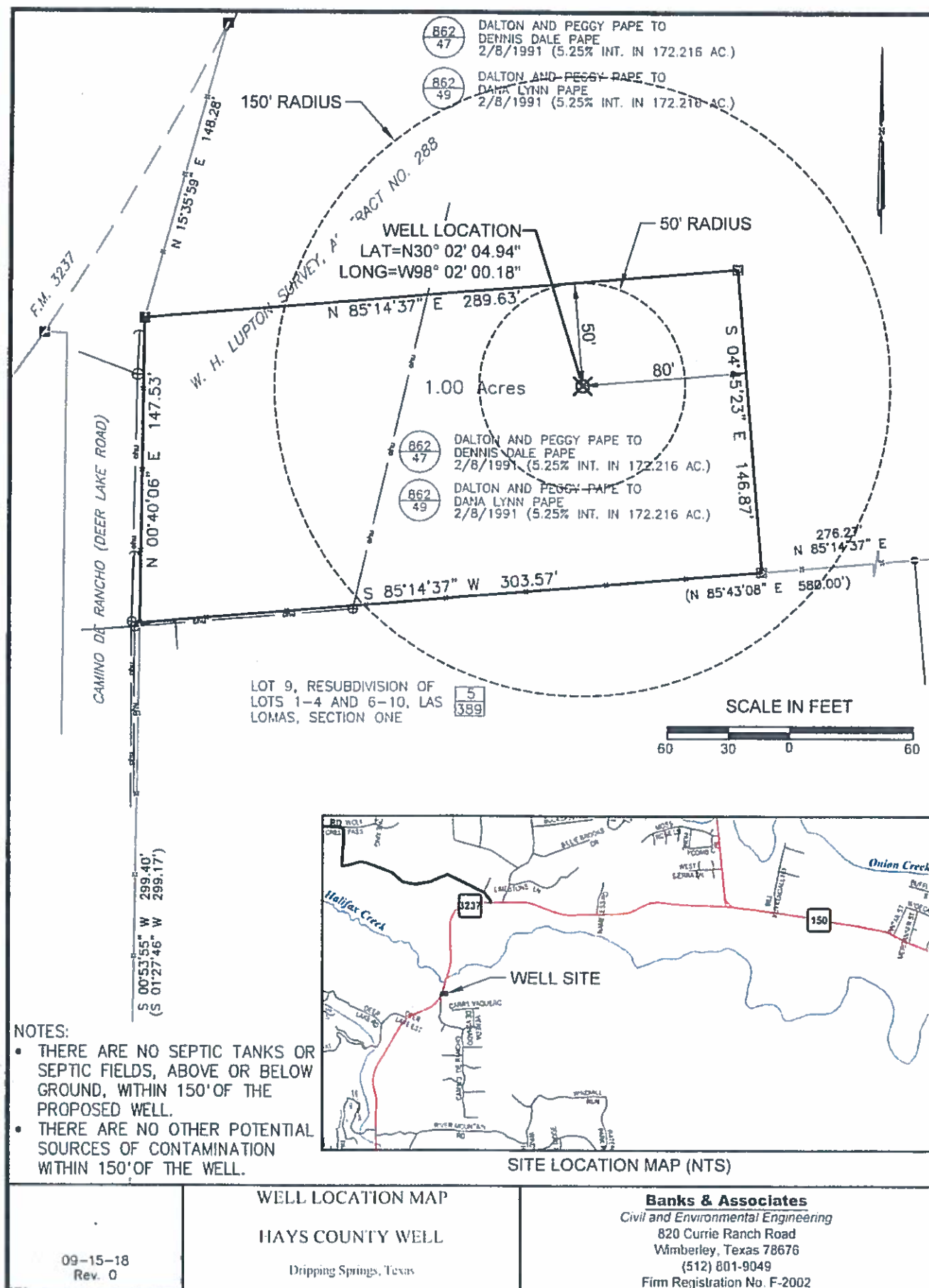
<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



Attachment B - IFB 2021-B01 Bid Form  
SCHEDULE OF RATES AND PRICES

PROJECT NO: **IFB 2020-B13**

PROJECT NAME: **Hays County Multilayer Well**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	ESTIMATED UNIT COST	ESTIMATED AMOUNT BID
1	Materials necessary to move and organize equipment, personnel, site preparation, move-in & setup including installation and maintenance of a silt-fence to contain drilling fluids coming out of the borehole.	1	Job		\$
2	Drill approximately 10" borehole from surface to forecast total depth of 850 Feet; cutting samples to be collected over 10' intervals to TD. Condition hole for logging.	1	ft		\$
3	Rig and Crew standby for geophysical logging and downhole video. This item consists of all equipment, labor tools, and miscellaneous material associated with standby time.	hr.	Job		\$
4	Seal off Hammett formation, if penetrated.	hr.	Job		\$
5	<b>Cow Creek:</b> Furnish and install appropriate, 4.85" O.D.(outside diameter).	hr.	Job		\$
6	<b>Cow Creek:</b> PVC casing from top of Cow Creek formation (forecast 756').	1	ft		\$
7	<b>Cow Creek:</b> Mill-slotted PVC pipe across the top of 80' Cow Creek.	1	ft		\$
8	<b>Cow Creek:</b> Install Gravel pack (washed and bagged filter sand) in the annular space across the slotted interval to include Cow Creek and into basal Hensel.	1	50 lb. sack		\$
9	<b>Lower Glen Rose:</b> Install one (forecast 730') 1.25" O.D. (outside diameter) piezometer.	hr.	Job		\$
10	<b>Lower Glen Rose:</b> PVC casing for the borehol annulus.	1	ft		
11	<b>Lower Glen Rose:</b> 20' Mill-slotted PVC screen with a gravel packed screen interval.	1	ft		
12	<b>Upper Glen Rose:</b> Install one (forecast 480') 1.25" O.D. (outside diameter) piezometer.	hr.	Job		\$
13	<b>Upper Glen Rose:</b> PVC casing for the borehole annulus.	1	ft		\$
14	<b>Upper Glen Rose:</b> 20' Mill-slotted PVC screen with a gravel packed screen interval.	1	ft		\$
15	Cement annulus from top of gravel pack to surface with type H cement (tremie) and cement annular between both piezometers.	hr.	Job		\$
16	Furnish and install permanent pump capable of producing at least 25 gpm with 1" I.D. (inside diameter) access tube and all electronics, wiring, and plugs necessary to operate the pump.	hr.	Job		\$

Attachment B - IFB 2021-B01 Bid Form  
SCHEDULE OF RATES AND PRICES

PROJECT NO: **IFB 2020-B13**

PROJECT NAME: **Hays County Multilayer Well**

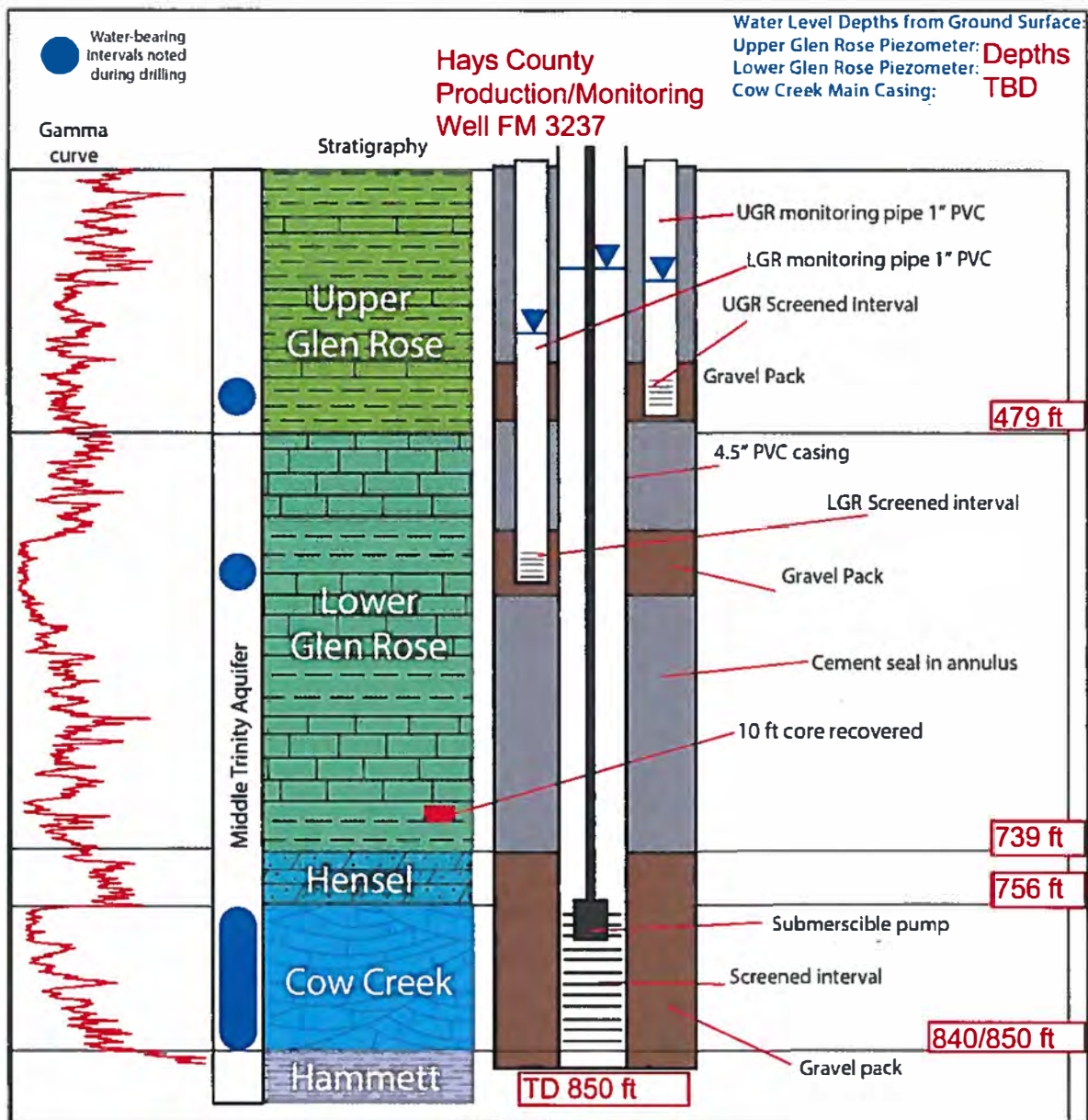
Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	ESTIMATED UNIT COST	ESTIMATED AMOUNT BID
17	Set 6x6' concrete slab; complete well head installation; clean-up site as required.	hr.	Job		\$
	Total Bid				\$

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

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NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.



Draft - Well Design Example

## 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 Interlocal Agreement for the Texas Department of Transportation to perform material inspection and testing services and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 13, 2020	\$50,000.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SHELL	N/A

#### SUMMARY

Hays County is responsible for the letting and construction of various projects as part of the County's 2016 Road Bond Program. Materials inspection and testing services will be required as part of construction management and these services can be provided most efficiently by the Texas Department of Transportation. The Interlocal Agreement would memorialize the roles and responsibilities of TxDOT and Hays County regarding the performance of these services, which would benefit the citizens of Hays County. The Amount Required is a not-to-exceed contract amount and will be dependent on services rendered by TxDOT. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Project utilizing this agreement include Creek Road Bridge replacement, Lime Kiln Bridge project, low-water crossing projects.

THE STATE OF TEXAS  
 § THE COUNTY OF TRAVIS §

### INTERLOCAL AGREEMENT

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

#### I. CONTRACTING PARTIES:

Texas Department of Transportation	TxDOT
Hays County	Local Government

**II. PURPOSE:** Perform material inspection and testing services.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$50,000.00 and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on 9/30/22, or when otherwise terminated as provided in this Agreement.

#### VI. LEGAL AUTHORITY:

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services; **Attachment B**, Budget; **Attachment C**, General Terms and Conditions; **Attachment D**, Resolution or Ordinance; and **Attachment E**, Location Map for Showing Project.

#### CITY OR COUNTY

By _____	Date _____
AUTHORIZED SIGNATURE	
Ruben Becerra, Hays County Judge	
_____ TYPED OR PRINTED NAME AND TITLE	

#### FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By _____	Date _____
Kenneth Stewart	
Director of Contract Services	

## **ATTACHMENT A**

### **Scope of Services**

---

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

#### **INSPECTED MATERIALS**

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

## WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to CST\_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

## TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

## **ATTACHMENT B**

### **Texas Department of Transportation Inspection & Testing Rates**

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TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

[http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection\\_testing.pdf](http://ftp.dot.state.tx.us/pub/txdot/mtd/inspection_testing.pdf)

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation  
P. O. Box 149001  
Austin, Texas 78714-9001

## ATTACHMENT C

### General Terms and Conditions

---

**Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

**Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

**Article 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

**Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

**Article 5. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

**Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

**Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

**Article 9. State Auditor's Provision**

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 10. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**Article 11. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>TxDOT</b> Texas Department of Transportation Attention: Director, Contract Services 125 East 11 <sup>th</sup> Street Austin, TX 78701-2483	<b>Local Government</b>
-----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**ATTACHMENT D**  
**RESOLUTION OR ORDINANCE**

**(RESOLUTION OR ORDINANCE IS ATTACHED AND MADE A PART OF THIS AGREEMENT.)**

**ATTACHMENT E**

**LOCATION MAP FOR SHOWING PROJECT**

**(LOCATION MAP(S) ATTACHED AND MADE A PART OF THIS AGREEMENT.)**





A Resolution of the Hays County Commissioners Court  
Approving an Interlocal Agreement for the Texas Department of Transportation To  
Perform Material Inspection and Testing Services and Authorizing the County Judge to  
Execute the Agreement on behalf of Hays County

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, Hays County is responsible for the letting and construction management of various projects as part of the County's 2016 Road Bond Program; and

**WHEREAS**, materials inspection and testing services will be required as part of construction management; and

**WHEREAS**, these services can be provided most efficiently by the Texas Department of Transportation; and

**WHEREAS**, an Interlocal Agreement for the Texas Department of Transportation to perform material inspection and testing services would benefit the citizens of Hays County;

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

- (a) That the Commissioners Court of Hays County does hereby approve an Interlocal Agreement for the Texas Department of Transportation to perform material inspection and testing services and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Ruben Becerra  
Hays County Judge

---

Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

---

Mark Jones  
Commissioner, Pct. 2

---

Lon Shell  
Commissioner, Pct. 3

---

Walt Smith  
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas  
Hays County Clerk

20201013TxDOTMaterialsTesting\_resolutionCLEAN.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 authorize the County Judge to execute an Advance Funding Commitment Agreement (AFCA) between Hays County and HM Parten Ranch Development, Inc. to facilitate the construction of a segment of roadway on Kinnikinik Loop in Precinct 4.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Attachment: AFCA

## **ADVANCE FUNDING COMMITMENT AGREEMENT**

This ADVANCED FUNDING COMMITMENT AGREEMENT ("Agreement") is made by and between HM Parten Ranch Development, Inc., hereinafter called the "Developer", and Hays County, a political subdivision of the State of Texas, hereinafter called the "County".

### **WITNESSETH:**

**WHEREAS**, the County wishes to enter into an Advance Funding Commitment Agreement with the Developer to facilitate the construction of a segment of roadway on Kinnikinik Loop, Austin, Hays County (hereinafter "the Project") as depicted in Exhibit "A"; and

**WHEREAS**, the County will enter into this Agreement simultaneous with Developer making a deposit of \$70,000 into an escrow account, which represents all of the Developer's financial or other responsibility or contributions for the Project ("Developer's Contribution"), and Developer will not be responsible for any other costs related to the Project; and

**WHEREAS**, if the Project is not complete within two (2) year of the Effective Date of this Agreement, then the Parties to this Agreement acknowledge and agree that Developer's Contribution will be promptly returned to Developer, and,

**WHEREAS**, the Kinnikinik Loop, a privately maintained roadway, will now be accepted by the County who shall maintain the roadway in accordance with its normal practices and standards for maintenance of County roadways and Right of Way.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

### **AGREEMENT**

#### **Article 1.      Effective Date**

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed; the date of such last signatures the "Effective Date".

#### **Article 2.      Funding and Work Responsibilities**

Developer shall contribute Seventy Thousand Dollars (\$70,000) into an escrow account set up by the County ("Developer's Contribution") within ten (10) business days after the Effective Date of this Agreement. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds anticipated Project Costs. The Parties to this Agreement acknowledge and agree that Developer's Contribution is being made for the sole purpose of the construction and completion of an improved road for the residents of Kinnikinik Loop, and public access and may not be used by the County for any other purpose. The Developer may draw from Developer's Contribution to pay costs of the Project. A depiction of the area within which the improved road shall be constructed is attached hereto as Exhibit "A" and incorporated herein for all purposes. Any funds remaining after completion of the Project will be returned to Developer.

**Article 3. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally to, sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County:

Office of General Counsel  
111 E. San Antonio, Suite 202  
San Marcos, Texas 78666  
ATTN: Mark Kennedy

HM Parten Ranch Development, Inc:

HM Parten Ranch Development, Inc.  
1011 N. Lamar  
Austin, Texas 78703  
Attention: Jay Hanna, President

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**Article 7. Entire Agreement.** This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

**Article 8. Lawful Authority.** The execution and performance of this Agreement by the County and the Developer 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 Developer in accordance with its terms.

**Article 9. 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.

**Article 10. Indemnification.** It is understood and agreed between the Parties that the County, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture.

**NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 11. 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.

Article 12. 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.

Article 13. 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.

Article 14. Public Information Act. Hays County is 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.

Article 15. Additional Documents. The Developer 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.

Article 16. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 17. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE

This Advanced Funding Commitment Agreement is hereby EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2020.

**County of Hays:**

By: \_\_\_\_\_  
Ruben Becerra  
Hays County Judge

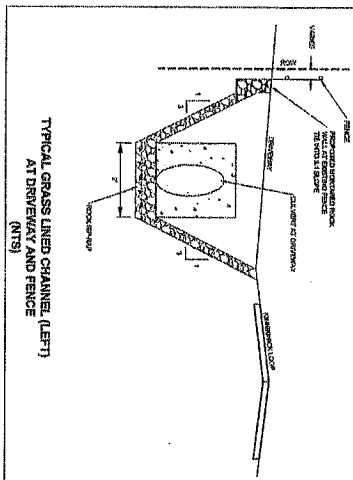
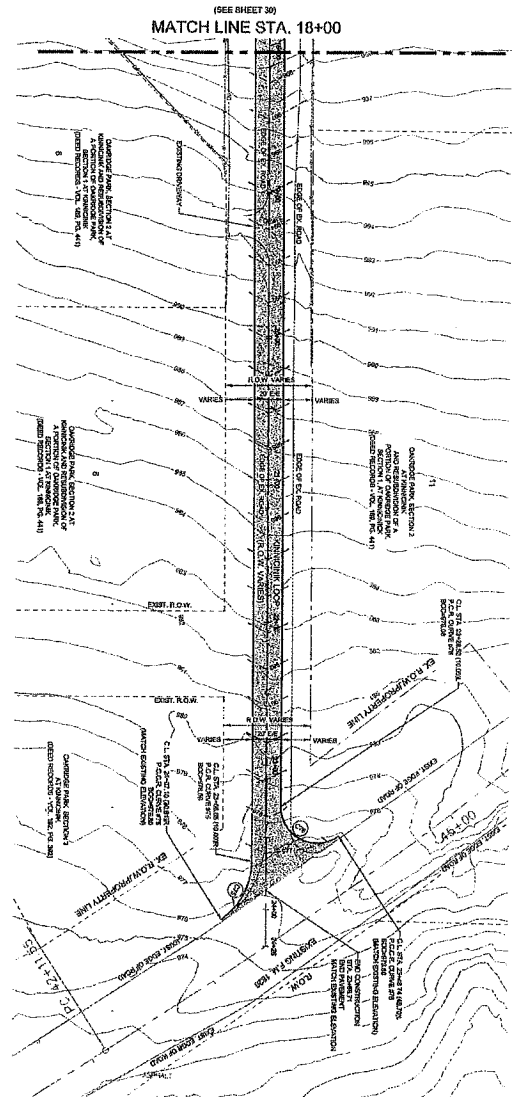
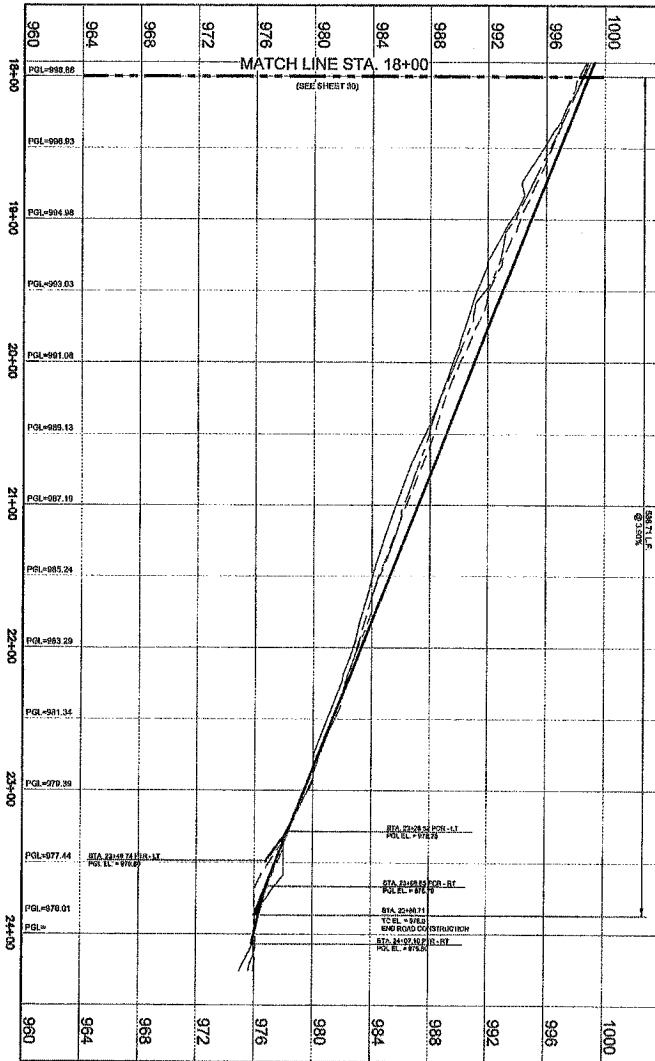
ATTEST:

\_\_\_\_\_  
Elaine H. Cardenas MBA PhD  
Hays County Clerk

**HM Parten Ranch Development, Inc.:**

By: \_\_\_\_\_  
Name: Jay Hanna  
Title: PRESIDENT

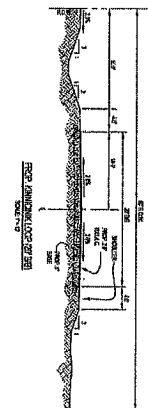
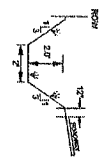
# EXHIBIT A



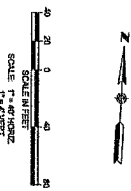
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2	10.00	1.00	10.00	10.00
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4	10.00	1.00	10.00	10.00
5	10.00	1.00	10.00	10.00
6	10.00	1.00	10.00	10.00
7	10.00	1.00	10.00	10.00
8	10.00	1.00	10.00	10.00
9	10.00	1.00	10.00	10.00
10	10.00	1.00	10.00	10.00

TYPICAL GRASS LINED CHANNEL LEFT (NTS)

Profile Line Legend
EXIST. GRADE & CENTERLINE
PROPOSED GRADE & CENTERLINE
PROPOSED GRADE & CENTERLINE
PROPOSED GRADE & CENTERLINE



CAUTION EXISTING GAS LINE



DATE	4/21/10
DESIGNED BY	JAC
DRAWN BY	JOB
CHECKED BY	DR
APPROVED BY	
DATE	

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the revegetation bond #PB030168000375 in the amount of \$17,066.00 for Parten Ranch subdivision, Phase 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 13, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Staff recommends the release of the revegetation bond that was issued for Parten Ranch subd., Phase 2 as a result of our latest inspection verifying 70%+ vegetative coverage of all disturbed areas with the County ROW.

## 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 a Transportation Development Credit Application to the Capital Area Metropolitan Planning Organization for the Kyle Center Street Union Pacific Railroad Siding Relocation Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 13, 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 Borcharding, P.E., Transportation Director	JONES	N/A

#### SUMMARY

In 2018, the Capital Area Metropolitan Planning Organization (CAMPO) awarded project funding for the Kyle Center Street Union Pacific Siding Relocation project which was submitted by the City of Kyle. Subsequent to the award, Hays County assumed responsibility for project development. Based on the full project award, the local share participation is significant and available project funding by the County and City of Kyle is insufficient. CAMPO and the Texas Department of Transportation have recommended the County and City pursue Transportation Development Credits for the local share participation. The City of Kyle will co-sponsor the application. Successful application for the Transportation Development Credits will assure that the full project award will be available for construction and other eligible project costs.



A Resolution of the Hays County Commissioners Court  
Supporting the Submittal of a Transportation Development Credit Application to the Capital  
Area Metropolitan Planning Organization for the Kyle Center Street Union Pacific  
Railroad Siding Relocation Project

STATE OF TEXAS           §  
                                      §  
COUNTY OF HAYS       §

**WHEREAS**, the Capital Area Metropolitan Planning Organization (CAMPO) awarded the Kyle Center Street Union Pacific Railroad Siding Relocation Project funding during the 2018 Project Call process; and

**WHEREAS**, Hays County has assumed project development from the City of Kyle and is moving forward with project development; and

**WHEREAS**, the project award will require a significant local match participation; and

**WHEREAS**, both CAMPO and the Texas Department of Transportation support the County submitting an application to CAMPO for Transportation Development Credits which will provide the local match participation;

**WHEREAS**, the City of Kyle will be a co-sponsor in the Transportation Development Credit application; and

**WHEREAS**, Hays County submitting the application with a successful outcome will assure that the full project award will be available for construction and other eligible project costs;

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

- (a) That the Commissioners Court of Hays County does hereby support submitting a Transportation Development Credit application to the Capital Area Metropolitan Planning Organization for the Kyle Center Street Union Pacific Railroad Siding Relocation Project.

RESOLVED, ORDERED, AND DECLARED this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Ruben Becerra  
Hays County Judge

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Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

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Mark Jones  
Commissioner, Pct. 2

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Lon Shell  
Commissioner, Pct. 3

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Walt Smith  
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas  
Hays County Clerk

20201013CAMPOKyleSidingTDCApplicationSupport\_resolutionHaysCountyCLEAN.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

PLN-1470-PC; Call for a Public Hearing on October 27th, 2020 to discuss approval of the Replat of Lot 7, Rolling Oaks, Section Four, Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Rolling Oaks Section Four Subdivision is a recorded subdivision located off of FM 3237 in Precinct 3.

The proposed re-plat will divide the 5.485 acre lot 7 into 5 lots, all equaling 1.097 acres each. Water service will be provided by rainwater collection. Wastewater treatment will be accomplished by advanced subsurface disposal on-site sewage facilities.



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** October 13th, 2020

**Requested By:** Marcus Pacheco, County Planner

**Prepared By:** Marcus Pacheco, County Planner

**Department Director:** Caitlyn Strickland, Development Services Director

**Sponsoring Court Member:** Commissioner Lon Shell, Precinct 3

### **AGENDA ITEM LANGUAGE:**

Call for a public hearing on October 27th, 2020 to discuss final plat approval of the Replat of Lot 7, Rolling Oaks, Section Four Subdivision.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Rolling Oaks, Section Four is a recorded subdivision located off of FM 3237, a public maintained road. The recorded Lot 7 is a 5.485 acre lot. The proposed replat will divide Lot 7 into five lots, all equaling 1.097 acres each.

Water service will be accomplished by Rainwater Collection and Wastewater treatment will be accomplished by Advanced Subsurface Disposal On-Site Sewage Facilities. The property is located within Hays County Commissioner Precinct 3.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 7 will take place on October 27th, 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:**

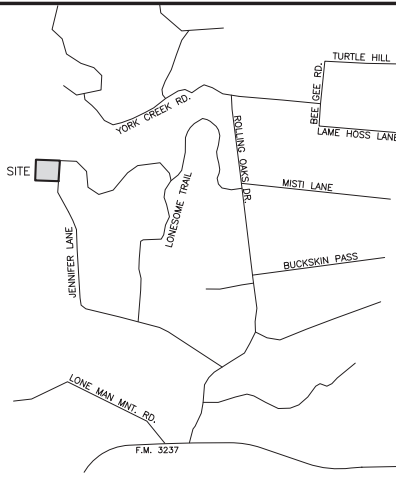
Staff has completed Administrative Review for the Replat of Lot 7, Rolling Oaks, Section Four Subdivision and has provided a letter to the applicant filing the application for Technical Review. The items remaining are the completion of Technical Review, holding the public hearing for the replat, and 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

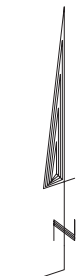
Subdivision Plat



VICINITY MAP - 1"=2000'

#### LEGEND

- VOL PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- VOL PG HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1 1/4" IRON PIPE FOUND OR DIAMETER NOTED
- CALCULATED POINT
- WIRE FENCE
- UTILITY LINE, POLE AND GUY



ORIGINAL SCALE  
1" = 100'

4822  
552 INTERIM LA VENTANA LLC TO  
ALAN DALE LOWDEN & SHARON LOWDEN  
5/15/2014 (354.57 AC.)

#### LOT SIZE CATEGORIES

TOTAL AREA = 5.485 Ac.  
TOTAL NUMBER OF LOTS = 5  
AVERAGE LOT SIZE = 1.097 Ac.  
NUMBER OF LOTS OVER 10 ACRES = 0  
NUMBER OF LOTS 5 - 10 ACRES = 0  
NUMBER OF LOTS 2 - 5 ACRES = 0  
NUMBER OF LOTS 1 - 2 ACRES = 5  
NUMBER OF LOTS LESS THAN 1 ACRE = 0

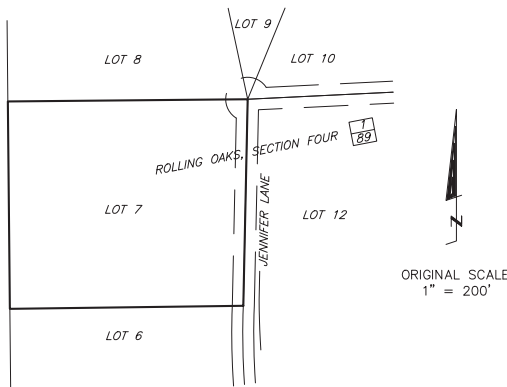
UTILITIES:  
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE  
WATER-RAIN WATER COLLECTION  
SEWER-ADVANCED ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:  
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY  
DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION  
DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

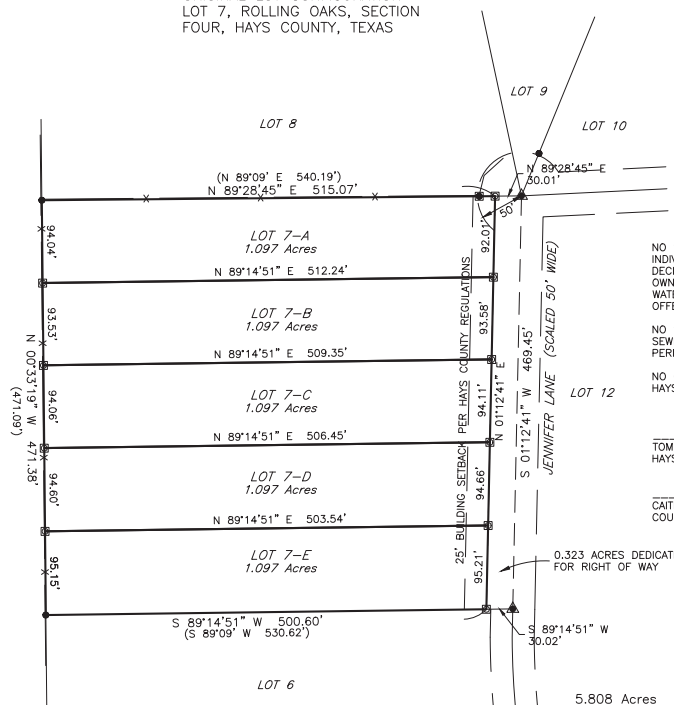
CLIENT: PIERCE, ADAM  
DATE: 2/14/20  
OFFICE: K. SMITH  
CREW: K. SMITH, PRADO  
FB/PG: 781/1  
PLAT NO. 27755-20-c

#### SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0235F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE, AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
10. THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER AUTHORITY GROUNDWATER DISTRICT.
11. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
12. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
13. THIS LOT IS SUBJECT TO THAT BLANKET TYPE ELECTRIC EASEMENT RECORDED IN VOLUME 233, PAGE 277 OF THE HAYS COUNTY DEED RECORDS.
14. 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.
15. ALL LOTS IN THIS RESUBDIVISION ARE RESTRICTED TO ADVANCED SUBSURFACE DISPOSAL ON-SITE SEWAGE FACILITIES ONLY.
16. THESE LOTS WILL NOT INSTALL OR UTILIZE GROUNDWATER WELLS, UNTIL AN UPDATED WATER AVAILABILITY DEMONSTRATION IS APPROVED DOCUMENTING SUFFICIENT GROUNDWATER IS AVAILABLE.
17. THE FILER OF THIS PLAT HAS SUBMITTED TO THE DEPARTMENT A WATER AND WASTEWATER SERVICE PLAN DESCRIBING HOW WATER AND WASTEWATER SERVICE WILL BE PROVIDED TO THIS SUBDIVISION.



ORIGINAL LOT CONFIGURATION  
LOT 7, ROLLING OAKS, SECTION  
FOUR, HAYS COUNTY, TEXAS



RESUBDIVISION PLAT OF LOT  
7, ROLLING OAKS, SECTION  
FOUR, HAYS COUNTY, TEXAS

5.808 Acres

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ADAM PIERCE AND LINDSEY PIERCE, OWNERS OF LOT 7, ROLLING OAKS, SECTION FOUR, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 1/13/2020, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 20001765, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 7, ROLLING OAKS, SECTION FOUR, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

ADAM PIERCE, OWNER

LINDSEY PIERCE, OWNER

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADAM PIERCE AND LINDSEY PIERCE, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, A.D., 20\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020 AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DOCUMENT NUMBER \_\_\_\_\_.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 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

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

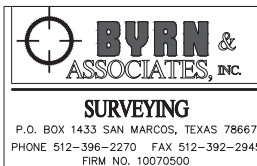
DATE

CAITLYN STRICKLAND, DIRECTOR HAYS  
COUNTY DEVELOPMENT SERVICES

DATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL  
NOT BE RECORDED FOR ANY PURPOSE.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
KYLE SMITH, R.P.L.S. NO. 5307



RESUBDIVISION PLAT OF LOT 7,  
ROLLING OAKS, SECTION 4  
HAYS COUNTY, TEXAS

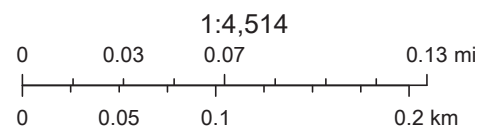
# Rolling Oaks, Section Four, Lot 7, Replat - Property Location Map



10/8/2020, 4:08:43 PM

Parcels

----- Lot Lines



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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept an additional spending plan utilizing the Coronavirus Relief Funds (CRF) for COVID-19 Response and Recovery efforts and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 13, 2020	N/A

#### LINE ITEM NUMBER

Fund 009

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

On June 30, 2020 the Commissioners Court accepted the initial 20% allocation authorized through the certifications to the Texas Department of Emergency Management (TDEM) related to the CRF funds. Under the CARES Act, pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), Hays County is eligible to receive grant payments from the State of Texas related to COVID-19 recovery and response efforts.

A detailed plan and recommended programs will be submitted to the Court for review and approval to utilize the balance of the initial 20% funds received in June, as well as utilizing a portion of the remaining funds allocated to Hays County.

A minimum of 75% of this allotment must be spent in the following categories:

1. Medical expenses
2. Public health expenses
3. Payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency

The remaining 25% allotment may be spent in any of the following categories:

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Funds will be budgeted appropriately, upon court approval of program expenditures.

## 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 of the county procurement process.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

BECERRA

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of Amendment No. 1 to a contract with the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control-Federal Grant Program (TB/PC-Federal) in the amount of \$22,297.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 13, 2020	\$4,460

#### LINE ITEM NUMBER

120-675-99-087]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

On July 21, 2020 the Commissioners' Court authorized the submission of a grant application to the DSHS for the FY21 TB/PC-Federal Grant Program. This amendment reflects the addition of federal funding in the amount of \$22,297 with a cash match of 20% or \$4,460 for required participation in the program for a combined total of \$26,757. Funds will be used for the identification and treatment of those persons with, or who have been exposed to tuberculosis. Grant and county matching funds were budgeted during the FY21 budget process.

Grant Period: 1/1/2021 - 12/31/2021

Contract Number: HHS000686100019

Attachment: DSHS Tuberculosis Prevention and Control-Federal (TB/PC-Federal) Grant Program Amendment No.1

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000686100019  
AMENDMENT NO. 1**

**THE DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**” or “**DSHS**”) and **HAYS COUNTY HEALTH DEPARTMENT** (“**Grantee**”), who are collectively referred to herein as the “**Parties**” to that certain grant Contract effective January 1, 2020, and denominated DSHS Contract No. **HHS000686100019** (“**Contract**”), now want to amend the Contract.

**WHEREAS**, the Parties desire to renew the term of the Contract for an additional year;

**WHEREAS**, the Parties desire to add funds for the period beginning January 1, 2021, through December 31, 2021 (hereinafter referred to as “**Fiscal Year 2021**” or “**FY2021**”); and

**WHEREAS**, the Parties desire to revise the Statement of Work for Fiscal Year 2021.

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

1. **ARTICLE IV** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of December 31, 2021.
2. **ARTICLE V** of the Signature Document, **BUDGET**, is hereby amended to add **\$22,297.00** in DSHS funding with the Grantee providing **\$4,460.00** in matching funds, for an FY2021 combined total of **\$26,757.00**. The total Contract amount will not exceed **\$53,512.00**. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1, FY2021 BUDGET**.
3. **ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
4. This Amendment shall be effective on January 1, 2021.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

**Signature Page Follows**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
SYSTEM AGENCY CONTRACT NO. HHS000686100019**

**DEPARTMENT OF STATE HEALTH SERVICES    HAYS COUNTY HEALTH DEPARTMENT**

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

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

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

Name: Ruben Becerra

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

Title: Hays County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE  
CONTRACT:**

<b>ATTACHMENT A-1</b>	<b>REVISED STATEMENT OF WORK</b>
<b>ATTACHMENT B-1</b>	<b>FY2021 BUDGET</b>
<b>ATTACHMENT G-1</b>	<b>FFATA</b>

**ATTACHMENTS FOLLOW**

## **ATTACHMENT A-1 REVISED STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

*Grantee will:*

- A.** Comply with the most current version of the Tuberculosis Work Plan located at:  
<http://www.dshs.texas.gov/idcu/disease/tb/policies/>.
- B.** Use federal funds under this Contract to support core TB control front-line activities including but not limited to:
  - 1. Directly observed therapy (DOT);
  - 2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
  - 3. Contact Investigation;
  - 4. Cohort Review;
  - 5. Surveillance;
  - 6. Reporting;
  - 7. Data analyses;
  - 8. Cluster investigations; and
  - 9. Provider education.
- C.** Provide a cash match of no less than 20% of the total budget as reflected in the Contract.
- D.** Provide match at the required percentage or Department of State Health Services (DSHS) may withhold payments, use administrative offsets, or request a refund from Grantee until the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- E.** Ensure no DSHS funds or matching funds are used for:
  - 1. Medication purchases;
  - 2. Inpatient clinical care (hospitalization services);
  - 3. Entertainment;
  - 4. Furniture;
  - 5. Equipment; and
  - 6. Sectarian worship, instruction, or proselytization.However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds.
- F.** Not lapse more than 1% of the total funded amount of the Contract.
- G.** Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. During the term of this Contract, DSHS reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than 1% of total funds.
- H.** Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.

- I. Use DSHS-designated data systems available for local entry. All collected TB information shall be entered into a designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (RVCT), TB340, any laboratory results received locally, and any additional clinical information, according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.
- J. Comply with all applicable federal and state statutes and regulations, policies and guidelines, as revised.

## **II. PERFORMANCE MEASURES**

System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

## **III. INVOICE AND PAYMENT**

Grantee will request payment by preparing an invoice and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Invoices and supporting documentation shall be submitted to DSHS no later than 30 days after the last day of each month.

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
 Claims Processing Unit, MC 1940  
 1100 West 49<sup>th</sup> Street  
 P.O. Box 149347  
 Austin, TX 78714-9347  
 FAX: (512) 458-7442  
 EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSinvoices@dshs.texas.gov](mailto:CMSinvoices@dshs.texas.gov)

- B. Grantee will email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following: [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov) and [TBCContractReporting@dshs.texas.gov](mailto:TBCContractReporting@dshs.texas.gov). Grantee must submit final FSR and a reimbursement or final payment request no later than forty-five (45) calendar days following the end of the Contract term.
- C. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-1 of this Contract.

#### **IV. PROGRAMMATIC REPORTING REQUIREMENTS**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
FY20 Annual Narrative Report	Annually	Jan. 1, 2020	Dec. 31, 2020	April 1, 2021
FY21 Annual Narrative Report	Annually	Jan. 1, 2021	Dec. 31, 2021	April 1, 2022
Financial Status Report (FSR) & Match Reimbursement/Certification Form (B-13A)	Quarterly	Jan. 1, 2021	Mar. 31, 2021	April 30, 2021
FSR & Form B-13A	Quarterly	April 1, 2021	June 30, 2021	July 31, 2021
FSR & Form B-13A	Quarterly	July 1, 2021	Sept. 30, 2021	Oct. 31, 2021
FSR & Form B-13A	Quarterly	Oct. 1, 2021	Dec. 31, 2021	Feb. 15, 2022

#### **Annual Report Submission Instructions:**

Submit program reports to the TB Reporting Mailbox at [TBContractReporting@dshs.texas.gov](mailto:TBContractReporting@dshs.texas.gov). The DSHS TB Program will provide the form and format for the Annual Narrative Report. The Annual Narrative Report will be a separate report for the Grantee and must not be included with reports for the Region.

**ATTACHMENT B-1**  
**FY2021 BUDGET**

Grantee: Hays County Health Department

Program ID: TB/PC-Federal

Contract Number: HHS000686100019

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<b>Budget Categories</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>Category Total</b>
Personnel	\$14,512.00	\$1,782.00	\$16,294.00
Fringe Benefits	\$7,785.00	\$953.00	\$8,738.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$1,725.00	\$1,725.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$22,297.00	\$4,460.00	\$26,757.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Totals:</b>	\$22,297.00	\$4,460.00	\$26,757.00

*(Remainder of Page Intentionally Left Blank)*

## ATTACHMENT G-1

### Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a> <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	

Printed Name of Authorized Representative Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative Hays County Judge	Date

## **Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

**If your answer is "Yes" to this question, where can this information be accessed?**

---

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**

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## Certificate Of Completion

Envelope Id: CBBB49AC66E34C95A4D9FB63A124059F	Status: Sent
Subject: Amending \$53,512; HHS000686100019; Hays County Health Department A-1; DSHS/LIDS/TB-FED	
Source Envelope:	
Document Pages: 18	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 160.42.85.12

## Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
10/1/2020 10:49:22 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

## Signer Events

Signature	Timestamp
Ruben Becerra	Sent: 10/1/2020 10:57:00 AM
judge.becerra@co.hays.tx.us	Viewed: 10/5/2020 11:08:50 AM
Hays County Judge	
Hays County	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lara Lamprecht  
lara.lamprecht@dshs.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

Signature	Timestamp

## Editor Delivery Events

Status	Timestamp

## Agent Delivery Events

Status	Timestamp

## Intermediary Delivery Events

Status	Timestamp

## Certified Delivery Events

Status	Timestamp

## Carbon Copy Events

Status	Timestamp
CMS	Sent: 10/1/2020 10:56:59 AM
CMUcontracts@dshs.texas.gov	
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

**COPIED**

Lauren Miller  
Lauren.Miller@dshs.texas.gov  
CMS Branch Manager  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**

**COPIED**

Sent: 10/1/2020 10:56:59 AM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Tammy Crumley tammy.crumley@co.hays.tx.us Director Hays County Local Health Department Hays County Local Health Department Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/1/2020 10:57:00 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2020 10:57:00 AM

Payment Events	Status	Timestamps
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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of the FY21 Texas Indigent Defense Commission (TIDC) Hays County Indigent Defense Coordinator (IDC) Program grant in the amount of \$51,531 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 13, 2020	\$25,761

#### LINE ITEM NUMBER

001-899-99-125]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	INGALSBE	SHELL

#### SUMMARY

Commissioners' Court authorized the submission of this grant application on August 6, 2019. These funds will provide support to the Indigent Defense Coordinator (IDC) who improves the appointment process and provides documentation that Hays County is in compliance with the Fair Defense Act. Additional revenue was awarded and matching funds were budgeted during the FY21 budget process.

Budget amendment:  
Increase .4301 Intergovernmental revenue (\$5,525)

Grant Period: 10/1/2020-9/30/2021  
Grant Number: 212-21-D07

Attachment: TIDC IDC Program Statement of Grant Award FY2021 Improvement Grant



September 15, 2020

CHAIR:  
The Honorable Sharon Keller  
Presiding Judge  
Court of Criminal Appeals

EX OFFICIO MEMBERS:  
Honorable Sharon Keller  
Honorable Nathan Hecht  
Honorable John Whitmire  
Honorable Brandon Creighton  
Honorable Nicole Collier  
Honorable Reggie Smith  
Honorable Sherry Radaack  
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:  
Mr. Alex Bunin  
Honorable Richard Evans  
Mr. Gonzalo Rios  
Honorable Missy Medary  
Honorable Valerie Covey

EXECUTIVE DIRECTOR:  
Geoffrey Burkhart

The Honorable Ruben Becerra  
Hays County Judge  
Via E-mail: [judge.becerra@co.hays.tx.us](mailto:judge.becerra@co.hays.tx.us)

RE: FY2021 Statement of Improvement Grant Award – Grant Number: 212-21-D07

Dear Judge Becerra:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a **FY2021 Continuing Multi-Year Improvement Grant** in the amount of **\$51,531** for the **Indigent Defense Coordinator**. Your Statement of Grant Award for fiscal year 2021 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to **Edwin Colfax** at [ecolfax@tidc.texas.gov](mailto:ecolfax@tidc.texas.gov) on or before **September 30, 2020**. You do not need to mail a copy.

Congratulations to Hays County on taking the lead in Texas by developing and continuing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508.

Sincerely,

Sharon Keller  
Chair, Texas Indigent Defense Commission  
Presiding Judge, Court of Criminal Appeals

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**Texas Indigent Defense Commission**  
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## Statement of Grant Award FY2021 Improvement Grant

Grant Number: 212-21-D07  
Grantee Name: Hays County  
Program Title: Indigent Defense Coordinator Program  
Grant Period: 10/1/2020-9/30/2021  
Grant Award Amount: **\$51,531**

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 August 31, 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:

<b>Direct Costs:</b>	
<b>1) Personnel (Total Number of FTEs: 1)</b>	\$49,913
<b>2) Fringe Benefits</b>	\$22,279
<b>3) Travel and Training</b>	\$2,000
<b>4) Equipment</b>	\$0
<b>5) Supplies</b>	\$3,100
<b>6) Contract Services</b>	
<b>7) Indirect Costs</b>	
<b>Total Proposed Costs</b>	\$77,292
Less Cash from Other Sources- County Match	\$25,761
<b>Total Amount Funded by Commission</b>	\$51,531

### Standard Grant Conditions:

- The authorized official for the grantee must accept the grant award by signing below.
- 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 2020, 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, 2020.

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

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Signature of Authorized Official

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Name & Title (please print)

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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 appearing in this Statement of Grant Award is based on costs for one year. The intended funding plan is to provide reimbursement of 80 percent of eligible program costs in the first year, 60 percent in the second year, 40 percent in the third year, and 20 percent in the fourth and final year of Commission support. If the County has a delayed start, the County may request that the grant term or future year awards be adjusted to fulfill the 48 months of the funding plan described above. The county must submit a continuing grant renewal request for each fiscal year as described in the annual Improvement Grant Request for Applications.
- Indigent Defense Coordinators (IDCs) are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs have reduced administrative time that judges must devote to indigent defense activities. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. **IDCs are not to be confused with court administrators, secretaries, or court docket managers.**
- This grant requires quarterly progress reports to provide information on the operation of the program. The Commission grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the online report when the report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County will submit quarterly expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County or its designee must provide to TIDC staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.
- Requests to revise the scope, target, or focus of the project, or substantively alter project activities require advance written approval from TIDC.
- Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.
- Equipment costs listed in the first-year start-up budget will not be carried forward into subsequent years of funding.
- The County must develop and submit to the Commission a process for handling complaints about attorneys. This should include collection and review of complaints by the Indigent Defense Coordinator as well as communication of the complaints with the judges. The process must be **submitted with the first progress report after the coordinator is hired.**

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### Grant Application Follows

**Indigent Defense Coordinator Program****FY2020 Hays County Menu Option Discretionary Grant**

Application Submitted by Lindsay McClune at 8/7/2019 10:45:22 AM

The Discretionary Grant Application Confirmation Number is D202010520190807.

[Official Requests for Applications \(RFA\) Notice on Texas Indigent Defense Commission website](#)

(If a conflict exists between this webpage and the RFA, the RFA prevails.)

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

Confirmation Number **D202010520190807**State Payee Identification number **Official County Mailing Address**Address (line 1) Address (line 2 if needed) City State ZIP **Program Title: Hays County County Indigent Defense Coordinator Program****Allowable Uses:**

Hays County agrees to implement the Indigent Defense Coordinator program to improve the county's appointment process and to provide documentation that a county is in compliance with the Fair Defense Act. IDCs reduce administrative time of judges spent on appointments. [County] County agrees to use the IDC to enhance processes to ensure that appointment practices are fair, neutral and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs.

**Required Program Elements:**

Hays County Agrees to the Following Required Program Elements (You must agree to all by checking each of the required program elements to receive an award.)

- ☒ Must perform all appointments (in and out of court) as the designee of the judge or judges
- ☒ Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
- ☒ Must report summary of appointment data to judges at least monthly
- ☒ Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys
- ☒ Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
- ☒ Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
- ☒ Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
- ☒ Report directly to the judges (rural) or board of judges (mid-size or urban)
- ☒ Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements
- ☒ Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)

## TIDC Indigent Defense Coordinator Budget Breakdown

Budget Sub-Category	Amount
Base Salary	\$49,913.00
Fringe Benefits <sup>1</sup>	\$10,477.00
Insurances	\$11,802.00
Desk	\$1,800.00
Filing Cabinets	\$600.00
Book Shelf	\$200.00
Office Chair	\$250.00
VDI (Desktop Computer)	\$540.00
27" Monitor x2	\$490.00
Laptop w/Docking Station	\$1,509.00
Speakers	\$25.00
Printer (HP LaserJet Pro)	\$500.00 (Price increased to cover inflation)
Scanner (Fujitsu FI-7180)	\$1,642.00
Copier Lease <sup>2</sup>	\$3,200.00 (yearly)
Mifi Personal Hotspot	\$0.00 (Service paid for by I.T.)
Office Phone (Landline)	\$600.00 (yearly)
Cell Phone	\$600.00 (yearly)
Adobe Pro License	\$400.00
General Office Supplies <sup>3</sup>	\$5500.00
Travel	\$500.00
Training	\$1,500.00

Total Amount: **\$92,048.00**

County's Match at 20%: **\$18,409.60**

**TIDC approved budget excludes \$3200 annual copier lease, desktop PC (requested in addition to approved laptop+docking station+dual monitors), printing/forms and postage included in supplies line and detailed in footnote below.**

<sup>1</sup> The fringe benefits broken down are social security at \$3,094.00, Medicare at \$723.74 and. Retirement at \$6,398.83.

<sup>2</sup> For a large Xerox printer/copier/fax.

<sup>3</sup> Postage was calculated into the cost of General Office Supplies at \$2000.00 and printing/forms cost at \$2000.00.

## 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 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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct 1. Possible action to follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

October 13, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Kennedy

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session.