

**Commissioners Court November 10, 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 **10<sup>th</sup> day of November 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER  
INVOCATION**

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

**PUBLIC COMMENTS**

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.  
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

**PRESENTATIONS & PROCLAMATIONS**

1	5	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>
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**CONSENT ITEMS**

The following may be acted upon in one motion.  
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

2	6	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
3	7	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
4	8-12	Approve Commissioners Court Minutes of October 27, 2020. <b>BECERRA/CARDENAS</b>
5	13	Approve the payment of the November 15, 2020 payroll disbursements in an amount not to exceed \$2,980,000.00 effective November 13, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
6	14	Authorize On-Site Sewage Facility Permit for a Putt Golf Course located at 2770 W Hwy 290, Dripping Springs, Texas 78620. <b>SMITH/STRICKLAND</b>
7	15-16	Ratify the purchase of five (5) Glock 17 9mm Handguns with accessories for the Sheriff's Office Law Enforcement Division. <b>INGALSBE/SHELL/CUTLER</b>
8	17	Approve out of state travel for Deputy Justin Rodgers and Deputy Travis McRee, to attend the Law Enforcement Total Breaching Course on June 11-18, 2021 in Byhalia, MS. <b>INGALSBE/CUTLER</b>
9	18	Approve out of state travel for Deputy Paul Mooney to attend the Intermediate Explosive Breaching Course on March 22-26, 2021 in Byhalia, MS. <b>INGALSBE/CUTLER</b>
10	19	Authorize On-Site Sewage Facility Permits for Master Units 1, 4, 5, 6, & 7 located at 14500 FM 1826, Austin, Texas 78737. <b>SMITH/STRICKLAND</b>
11	20	Authorize On-Site Sewage Facility Permits for Master Unit 2 located at 14500 FM 1826, Austin, Texas 78737. <b>SMITH/STRICKLAND</b>
12	21	Authorize On-Site Sewage Facility Permits for Master Unit 3 located at 14500 FM 1826, Austin, Texas 78737. <b>SMITH/STRICKLAND</b>
13	22-29	Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2020 Hays County Annual Financial Audit. <b>INGALSBE/VILLARREAL-ALONZO</b>
14	30-40	Approve Utility Permits. <b>JONES/BECERRA/BORCHERDING</b>
15	41-61	Authorize the execution of an Interlocal Agreement with the Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program in the amount of \$7,500 and amend the budget accordingly. <b>JONES/T.CRUMLEY</b>
16	62-74	Authorize payment of \$8,340 to Drone Sense for a Software License Subscription Renewal for the UAV program where no purchase order was issued as required per the County Purchasing Policy. <b>BECERRA/JONES</b>
17	75-76	Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division (CJD) for the Volunteer Veterans at Schools in the amount of \$25,932 and amend the budget accordingly. <b>BECERRA/PRATHER/MIKE JONES</b>
18	77	Approve the reappointment of Jennifer Rodriguez, Bradley Ruoff and Robert Avera to the board of Hays County Emergency Services District #6, term ending December 31, 2022. <b>SMITH</b>

19	78-81	Approve renewal of IFB 2019-B03 Road Building Materials - Hot Mix with Century Asphalt, Ltd., Texas Materials Group, and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2020. <b>BECERRA/BORCHERDING</b>
20	82-83	Approve renewal of IFB 2019-B08 Emulsions Oils with Ergon Asphalt & Emulsions, Inc. for one (1) additional year as stated in the original bid, effective October 29, 2020. <b>BECERRA/BORCHERDING</b>
21	84-85	Authorize the Juvenile Detention Center to purchase a \$3,491.60 replacement 6 Gallon Compact Booster Water Heater and amend the budget accordingly. <b>INGALSBE/LITTLEJOHN</b>
22	86-96	Authorize the County Judge to execute General and No Litigation Certificates of Hays County related to the issuance of bonds by Capital Area Housing Finance Corporation for Redwood Apartments and Legacy Senior Residences II. <b>INGALSBE</b>
23	97-112	Authorize the County Judge to execute a First Amendment to the Padilla Consultation Agreement between Hays County and myPadilla. <b>SHELL/T.CRUMLEY</b>
24	113-115	Approve renewal of IFB 2019-B04 Road Building Materials - Cold Mix with Vulcan Construction Materials, LLC. and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2020. <b>BECERRA/BORCHERDING</b>
25	116	Approve the cancellation of the Hays County Commissioners Court on December 15, 2020. <b>INGALSBE</b>
26	117-128	Authorize the County Judge to execute a \$16,782.25 Proposal with Conference Technologies, Inc. related to the Electronic Docket x6 System for the District Courts as approved in the FY21 budget process. <b>SHELL/STEEL</b>
27	129-131	Approve renewal of IFB 2020-B02 Hauling Solid Waste with Central Waste & Recycling and Texas Disposal Systems for one (1) additional year as stated in the original bid, effective November 5, 2020. <b>BECERRA/T.CRUMLEY</b>

## ACTION ITEMS

### ROADS

28	132-134	Discussion and possible action to authorize the County Judge to execute Amendment #2 to the contract between Hays County and HNTB Corporation to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). <b>SHELL/JONES/BORCHERDING</b>
29	135-148	Discussion and possible action to approve an Advance Funding Agreement for Voluntary Utility Relocation Contributions on State Highway Improvement Projects relating to the FM 110 North Project and authorize the County Judge to execute the Advanced Funding Agreement on behalf of the County. <b>INGALSBE/BORCHERDING</b>
30	149-151	Hold a public hearing with possible action to establish a "No Parking" zone on Garrison Road just outside of the City of Buda limits. <b>JONES/BORCHERDING</b>
31	152-153	Hold a public hearing with possible action to establish "Yield" signs on the four legs of a roundabout at the intersection of Mesa Verde Drive and Prescott Drive in Belterra subdivision. <b>SMITH/BORCHERDING</b>
32	154	Discussion and possible action to consider the release of the revegetation bond #SU1157964 in the amount of \$3,488.00 for Reunion Ranch subdivision, Phase 2, Section 4. <b>SMITH/BORCHERDING</b>
33	155	Discussion and possible action to consider the release of the revegetation bond #PB03016800273 in the amount of \$32,600.00 for Sunfield subdivision, Phase 3, Section 2. <b>JONES/BORCHERDING</b>
34	156	Discussion and possible action to consider the release of the revegetation bond #PB03016800210 in the amount of \$30,350.00 for Sunfield subdivision, Phase 3 "Roadway Extension". <b>JONES/BORCHERDING</b>
35	157	Discussion and possible action to consider the release of the revegetation bond #PB03016800240 in the amount of \$22,000.00 for Sunfield subdivision, Phase 3, Section 4. <b>JONES/BORCHERDING</b>
36	158-165	Discussion and possible action to authorize the County Judge to execute Change Order No. 1 to the Professional Services Agreement (PSA) between Hays County and Pape-Dawson Engineers, Inc. on the Fischer Store Road Safety Improvements project in Precinct 3 as part of the 2016 Road Bond Program. <b>SHELL/BORCHERDING</b>
37	166-168	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 to a Contract between Hays County and Dannenbaum Engineering Company - Austin, LLC for the Posey Road Corridor Improvements safety and mobility project as part of the 2016 Road Bond Program. <b>SHELL/BORCHERDING</b>

## MISCELLANEOUS

38	169-181	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Freese & Nichols, Inc. in regards to an inspection and report of MS4 facility, the County's one permanent stormwater management facility, to be in compliance with City of San Marcos requirements. <b>INGALSBE/BORCHERDING</b>
39	182	Discussion and possible action to authorize the Wimberley and Driftwood Recycling and Solid Waste locations to close on November 28, 2020 and open on November 30, 2020, and close on December 26, 2020 and open on December 28, 2020, and authorize the Director of Countywide Operations to set the Recycling and Solid Waste holiday schedule for all subsequent years. <b>SHELL/SMITH/T.CRUMLEY</b>
40	183	Discussion and possible action to authorize the closure of all Hays County Parks on November 26, 2020, December 25, 2020, January 1, 2021, and April 4, 2021, and authorize the Director of Countywide Operations to set the Park holiday schedule for all subsequent years. <b>SHELL/JONES/T.CRUMLEY</b>
41	184-187	Discussion and possible action to accept the Star Asset Security Proposal related to upgrades and repairs of the existing security system for the Transportation Department and amend the budget accordingly. <b>JONES/BORCHERDING</b>
42	188-193	Discussion and possible action to authorize the County Judge to execute a Radio Services and Equipment Binding Proposal with the Lower Colorado River Authority (LCRA) for \$58,700 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D). <b>BECERRA/JONES</b>
43	194-198	Discussion and possible action to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Counselink, Inc. related to counseling services for veterans. <b>INGALSBE/C.JOHNSON</b>
44	199-203	Discussion and possible action to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lake Inks Professional Services, LLC related to psychological evaluations. <b>INGALSBE/C.JOHNSON</b>
45	204-208	Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Laura L. Adams, Ph.D. related to psychological assessment and diagnosis for veterans. <b>INGALSBE/C.JOHNSON</b>
46	209-213	Discussion and possible action to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Restorative Pathways, LLC related to counseling services to individual veterans and/or their family members. <b>INGALSBE/C.JOHNSON</b>
47	214-219	Discussion and possible action to canvass results of the County and Precinct races for the November 3, 2020 General Election; and authorize the execution of the Order Canvassing Returns and Declaring Results of Bond Election and Certificate of County Clerk related to Hays County Proposition A. <b>BECERRA/ANDERSON</b>
48	220	Discussion and possible action regarding the installation of a security camera system at the Hays County Historic Courthouse. <b>INGALSBE</b>
49	221	Discussion and possible action to appoint Debbie Ingalsbe and Lon Shell to the Core 4 Policy Group; and appoint Michelle Villegas and Lisa Griffin to the Core 4 Task Group. <b>INGALSBE/SHELL</b>
50	222	Discussion and possible action to authorize the County Judge to execute the final CRF Spending Plan Form related to Hays County's Covid-19 funding allocation for further submission to the Texas Department of Emergency Management (TDEM). <b>BECERRA</b>
51	223-245	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Blair Wildlife Consulting, LLC for Environmental Support Services for the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). <b>INGALSBE/T.CRUMLEY/THOMPSON</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.

52	246	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 Local Health Department. Possible discussion and/or action may follow in open Court. <b>SHELL/T.CRUMLEY</b>
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### 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.

53	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
54	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
55	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>
56	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 6<sup>th</sup> day of November, 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

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

N/A

#### SUMMARY

Information will be presented during Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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

November 10, 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 October 27, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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



OCTOBER 27, 2020

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 27<sup>th</sup> DAY OF OCTOBER A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

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

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

**PUBLIC COMMENTS**

Dan Lyon made a public comment regarding Feral Hogs program, GSMP (Greater San Marcos Partnership) and disbursements. Jordan Buckley made a public comment regarding criminal justice. Samantha Benavides made a public comment regarding cite and divert. Joel Triplett made a public comment against the Rolling Oaks, Lot 7, Section 4 replat.

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

Alex Villalobos, Chief of Staff and Emergency Management Coordinator, gave an update on COVID-19 tests. Tammy Crumley, Director of Countywide Operations, stated a new Epidemiologist has been hired under a grant to maintain the workload. No action was taken.

**RECOGNITION OF ORGANIZERS AND VOLUNTEERS FOR THE COUNTYWIDE LAW ENFORCEMENT AND COMMUNITY BARBECUE EVENTS HELD IN AUGUST OF 2020.**

Commissioner Jones gave thanks all who helped. Constable Peterson stated the event turned out well. Judge Becerra mentioned he too participated in a food giveaway that had several participants. Alex Villalobos spoke on the food distributions and the assistance from the public safety responders. Commissioner Smith thanked the City of Dripping Springs for the use of Ranch Park. No action was taken.

**35753 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**35754 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**35755 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 20, 2020.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of October 20, 2020. All present voted "Aye." MOTION PASSED.



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OCTOBER 27, 2020

- 35756      APPROVE THE PAYMENT OF THE OCTOBER 31, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,930,000.00 EFFECTIVE OCTOBER 30, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the payment of the October 31, 2020 payroll disbursements in an amount not to exceed \$3,930,000.00 effective October 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.. All present voted "Aye." MOTION PASSED.

- 35757      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO MOBILE HOMES LOCATED AT 3075 FM 2001, BUDA TEXAS 78610.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for two mobile homes located at 3075 FM 2001, Buda Texas 78610. All present voted "Aye." MOTION PASSED.

- 35758      AUTHORIZE THE JUSTICE OF THE PEACE PRECINCT 3 OFFICE TO INSTALL A SECURITY ACCESS POINT FOR COURTROOM ENTRANCE UTILIZING THE JUSTICE COURT TECHNOLOGY FUND AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Justice of the Peace Precinct 3 Office to install a security access point for Courtroom entrance utilizing the Justice Court Technology Fund and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35759      AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR THE HAYS COUNTY HAZMAT TEAM MONITOR MAINTENANCE IN THE AMOUNT OF \$20,000 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grants Division (HSGD) for the Hays County HazMat Team Monitor Maintenance in the amount of \$20,000 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35760      AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD) FOR THE VICTIM ASSISTANCE FOR THE FAMILY JUSTICE CENTER IN THE AMOUNT OF \$45,534 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division (CJD) for the Victim Assistance for the Family Justice Center in the amount of \$45,534 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #11 RE: RATIFY THE PURCHASE OF FIVE (5) GLOCK 17 9MM HANDGUNS WITH ACCESSORIES FOR THE SHERIFF'S OFFICE LAW ENFORCEMENT DIVISION. – WAS PULLED.**

- 35761      APPROVE SPECIFICATIONS FOR IFB 2021-B02 DACY LANE ROAD IMPROVEMENTS AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2021-B02 Dacy Lane Road Improvements and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.



OCTOBER 27, 2020

**35762 CALL FOR A PUBLIC HEARING ON NOVEMBER 10, 2020 TO ESTABLISH A "NO PARKING" ZONE ON GARRISON ROAD JUST OUTSIDE OF THE CITY OF BUDA LIMITS.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on November 10, 2020 to establish a "No Parking" zone on Garrison Road just outside of the City of Buda limits. All present voted "Aye." MOTION PASSED.

**35763 CALL FOR A PUBLIC HEARING ON NOVEMBER 10, 2020 TO ESTABLISH "YIELD" SIGNS ON THE FOUR LEGS OF A ROUNDABOUT AT THE INTERSECTION OF MESA VERDE DRIVE AND PRESCOTT DRIVE IN BELTERRA SUBDIVISION.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a public hearing on November 10, 2020 to establish "Yield" signs on the four legs of a roundabout at the intersection of Mesa Verde Drive and Prescott Drive in Belterra subdivision. All present voted "Aye." MOTION PASSED.

**35764 CALL FOR A PUBLIC HEARING ON NOVEMBER 17TH, 2020 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 35, LEA ACRES SUBDIVISION; PLN-1398-PC.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on November 17th, 2020 to discuss final plat approval of the Replat of Lot 35, Lea Acres Subdivision; PLN-1398-PC. All present voted "Aye." MOTION PASSED.

**35765 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE REPLAT OF LOT 7, ROLLING OAKS, SECTION FOUR SUBDIVISION; PLN-1470-PC.**

Judge Becerra opened the public hearing at 9:42a.m. and closed the public hearing at 9:55a.m. Maxie Joel Triplett Jr. spoke on this matter. Caitlyn Strickland, Development Services, spoke on the timeline of the outgoing notice for the public hearing as well as statutory timelines. John Thompson spoke on behalf of the owners, Lindsey and Adam Pierce, and the delay that is common with certified mail. Commissioner Shell spoke regarding the timeline for which this process falls under. Judge Becerra requested both uncertified and certified mail notices be sent to citizens moving forward. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on November 17th, 2020 to discuss final plat approval of the Replat of Lot 35, Lea Acres Subdivision; PLN-1398-PC. All present voted "Aye." MOTION PASSED.**

**35766 APPROVE A FUNDING AGREEMENT TO ASSIST INDEPENDENT SCHOOL DISTRICTS WITHIN HAYS COUNTY RELATED TO COVID-19 RESPONSE AND RECOVERY EFFORTS.**

Mike Jones, Emergency Services Director, spoke to the court regarding the additional funding. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve a Funding Agreement to assist Independent School Districts within Hays County related to COVID-19 response and recovery efforts. All present voted "Aye." MOTION PASSED.**

**35767 AUTHORIZE THE TRANSPORTATION DEPARTMENT TO HIRE THE CONSTRUCTION INSPECTOR, SLOT 1045-003 AT THE 25TH PERCENTILE EFFECTIVE NOVEMBER 2, 2020.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Transportation Department to hire the Construction Inspector, slot 1045-003 at the 25th percentile effective November 2, 2020. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Executive Session began at 11:15 a.m. and resumed back into open court at 12:13 a.m.



OCTOBER 27, 2020

**35768 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.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept and implement the ECAP Phase II proposal submitted to the Hays County Commissioners Court by the EXAP Awards Committee. Additional comments were added: Effective as soon as a committee can be implemented, request that staff ensure agreement by City of Kyle, request that Chamber of Commerce be engaged in a renewed informational campaign and these Phase II recommendations should be incorporated into the current ECAP Policy, which will remain in effect to the extent it is not contradicted by these changes. All present voted "Aye." MOTION PASSED.

**DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.**

Judge Becerra announced the burn ban will remain in place. No action was taken.

**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 \$50,475 for the week of October 18 – October 25, 2020. The number of outsourced males was 141 inmates and females were 0 inmates. No action taken.

**Clerk's Note Agenda Item #22 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 #23 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 11:01 a.m.

**I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on October 27, 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 November 15, 2020 payroll disbursements in an amount not to exceed \$2,980,000.00 effective November 13, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey, Hays County Treasurer

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Approve the November mid month payroll disbursements not to exceed \$2,980,000.00.

## 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

Authorize On-Site Sewage Facility Permit for a Putt Putt Golf Course located at 2770 W Hwy 290, Dripping Springs, Texas 78620.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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

Greg Bland of Dreamland Dripping Springs is proposing an OSSF to serve a new putt putt golf course. The proposed system is designed to accommodate up to 125 customers per day for restroom use only. This 8.49-acre tract of land will be served by a public water supply. The system designer Stephen Jetton, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 500 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

Ratify the purchase of five (5) Glock 17 9mm Handguns with accessories for the Sheriff's Office Law Enforcement Division.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	\$2,942

#### LINE ITEM NUMBER

001-618-00.5206

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	SHELL

#### SUMMARY

Due to recent events, the Sheriff was in need of purchasing additional handguns for officer safety. Funds are available within their operating budget for this purchase.

Attachment: GT Distributors Quote #QTE0129319  
BuyBoard Contract #603-20



GT Distributors - Austin  
P.O. Box 16080  
Austin TX 78761  
(512) 451-8298 Ext. 0000

Quote	QTE0129319
Date	10/21/2020
Page:	1

**Bill To:**

Hays County Sheriffs Office (TX)  
712 South Stagecoach Trail  
Ste 1071  
San Marcos TX 78666

**Ship To:**

Hays County Sheriffs Office (TX)  
1307 Uhland Road  
San Marcos TX 78666

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GLOCK 102120	000262	BF	FEDEX-2ND-NON	NET 15	0/0/0000	2,251,658

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
5	GLOCK-PA175S302AB	Glock 17 Gen 5 FS 9mm Amglo Bold 5.5LB	EA	\$428.50	\$2,142.50
5	SAF-6360-83-131	Safariland ALS Level III Holster Glk 17-22 STX	EA	\$114.25	\$571.25
5	SAF-77-83-13PBL	Safariland Dble Mag Pouch STX Tac G17/22	EA	\$33.50	\$167.50
Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/20-03/31/21. Email BuyBoard PO's to info@buyboard.com					

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	\$2,881.25
Misc	\$0.00
Tax	\$0.00
Freight	\$60.00
Total	\$2,941.25

## 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 out of state travel for Deputy Justin Rodgers and Deputy Travis McRee, to attend the Law Enforcement Total Breaching Course on June 11-18, 2021 in Byhalia, MS.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	\$5,500 (estimated cost)

#### LINE ITEM NUMBER

01-618-00.5551

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

#### SUMMARY

Out of state travel is needed to send Deputy Justin Rodgers and Deputy Travis McRee to attend the Law Enforcement Total Breaching Course on June 11-18, 2021 in Byhalia, MS.

Deputy Rodgers and Deputy McRee are on the Hays County SWAT Team. This course is needed for the Deputies to become certified Tactical Breachers. The aim of this course is to introduce or further up-skill Law Enforcement personnel in all facets of mechanical, thermal, power tool, ballistic and explosive breaching techniques. This intense course will be broken into modules and conclude with realistic and testing scenarios. Students will be required to demonstrate their individual competencies during each facet of the course.

Funding for registration and travel expenses including hotel and per diem fees will be paid for out of the Sheriff's Office Continuing Education Fund as budgeted during the FY21 budget process.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve out of state travel for Deputy Paul Mooney to attend the Intermediate Explosive Breaching Course on March 22-26, 2021 in Byhalia, MS.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	\$2,500 (estimated cost)

#### LINE ITEM NUMBER

01-618-00.5551

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

#### SUMMARY

Out of state travel is needed to send Deputy Paul Mooney to attend the Intermediate Explosive Breaching Course on March 22-26, 2021 in Byhalia, MS.

Deputy Paul Mooney is on the Hays County SWAT Team. This course is needed for Deputy Mooney to obtain his Tactical Breacher re-certification. The aim of this 5-day course is to upskill the breacher to better prepare him/her to confidently conduct a target analysis and execute an energetic breach against any medium commonly found on residential and commercial structures. This course will act as a major buffer between our basic and advanced courses and suitably prepare the breacher for our off-site Advanced Breaching course.

Funding for registration and travel expenses including hotel and per diem fees will be paid for out of the Sheriff's Office Continuing Education Fund as budgeted during the FY21 budget process.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permits for Master Units 1, 4, 5, 6, & 7 located at 14500 FM 1826, Austin, Texas 78737.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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

Milestone Builders are proposing FIVE new On-Site Sewage Systems to accommodate FIVE separate Master Unit Condominium Units. Each system will accommodate 16 Single Family Residences. Each house will be restricted to no more than 4 bedrooms and must be less than 3500 square feet. This property is in the Skyridge subdivision, Block A, Lot 1 and will be served by a public water supply.

The system designer Jeff Snowden, P.E., has designed 5 standard treatment systems. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 4800 gallons for each of the FIVE systems. Each treatment system and disposal field will be fully contained within each individual Master Unit.

## 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 Permits for Master Unit 2 located at 14500 FM 1826, Austin, Texas 78737.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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

Milestone Builders are proposing a new On-Site Sewage System to accommodate a Master Unit Condominium Unit. This system will accommodate 15 Single Family Residences. Each house will be restricted to no more than 4 bedrooms and must be less than 3500 square feet. This property is in the Skyridge subdivision, Block A, Lot 1 and will be served by a public water supply.

The system designer Jeff Snowden, P.E., has designed a standard treatment systems. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 4500 gallons. This treatment system and disposal field will be fully contained within individual Master Unit 2.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permits for Master Unit 3 located at 14500 FM 1826, Austin, Texas 78737.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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

Milestone Builders are proposing a new On-Site Sewage System to accommodate a Master Unit Condominium Unit. This system will accommodate 12 Single Family Residences and an Amenity Center/Community Pool Cabana. Each house will be restricted to no more than 4 bedrooms and must be less than 3500 square feet. This property is in the Skyridge subdivision, Block A, Lot 1 and will be served by a public water supply. The system designer Jeff Snowden, P.E., has designed a standard treatment systems. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 3928 gallons. This treatment system and disposal field will be fully contained within Master Unit 3.

## 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 Engagement Letter with ABIP, PC for services related to the Fiscal Year 2020 Hays County Annual Financial Audit.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-645-00.5442

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marisol Villarreal-Alonzo

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

ABIP, PC was awarded a three-year contract with two one-year renewal options for financial auditing services pursuant to RFQ 2017-P09. ABIP will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Funds are budgeted during the budget process for this service.

Attachment: ABIP, PC Engagement Letter

September 30, 2020

To the County Judge, Commissioners,  
and Marisol Villarreal-Alonzo, County Auditor  
of Hays County, Texas  
712 South Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

We are pleased to confirm our understanding of the services we are to provide Hays County, Texas for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Hays County, Texas as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hays County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hays County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – General Fund.
- 3) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – Other Major Special Revenue Funds.
- 4) Schedule of Changes in the Net Pension Liability and Related Ratios – Texas County and District Retirement System.
- 5) Schedule of Employer Contributions – Texas County and District Retirement System.
- 6) Schedule of Funding Changes in Liability and Related Ratios – Other Postemployment Benefit Plan – Retired Health Care Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies Hays County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal and state awards.
- 2) Budget and actual statements for all budgeted funds.
- 3) Combining and individual funds statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section.
- 2) Statistical section.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Judge and Commissioners of Hays County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hays County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hays County's major programs. For federal programs that are included in the 2020 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2020 Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Hays County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to ABIP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be separate engagement. With regard to an exempt offering document with which ABIP is not involved, you agree to clearly indicate in the exempt offering document that ABIP is not involved with the contents of such offering document.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address

significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Hays County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ABIP, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ABIP, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by regulators. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in January 2021 and to issue our reports for presentation to Commissioner's Court no later than March 2021. Janet A. Pitman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree our gross fee, including expenses, will not exceed \$49,920. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.



We appreciate the opportunity to be of service to Hays County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
ABIP, PC



San Antonio, Texas

RESPONSE:

This letter correctly sets forth the understanding of Hays County, Texas.

Management signature: \_\_\_\_\_

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

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

Governance 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

Approve Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 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

JONES

#### CO-SPONSOR

BECERRA

#### SUMMARY

Permit #:	Road Name (PCT #):	Utility Company:	Type:
TRN-2020-3979-UTL	Yarrington Rd.(1)	CenterPoint Energy (gas)	Bore
TRN-2020-3981-UTL	Green Oak Dr. (Deer Creek)(4)	Deer Creek WSC (water)	Trench (ROAD)
TRN-2020-3982-UTL	Robert S Light Blvd.(2)	PEC (electricity)	Bore
TRN-2020-3983-UTL	High Rd.(2)	RMWT (fiber optic)	Bore & Trench (ROW)



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytx.com](http://www.hayscountytx.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 2020-11-10 .

### Utility Company Information:

Name: CenterPoint Energy

Address: TX

Phone:

Contact Name: Jenerica Robinson

### Engineer / Contractor Information:

Name: Centerpoint Energy

Address: 2730 IH35 New Braunfels 78130

Phone:

Contact Name: jenerica robinson

### Hays County Information:

Utility Permit Number: TRN-2020-3979-UTL

Type of Utility Service: Gas line

Project Description:

Road Name(s): Yarrington Road, Rustle Ridge RD, , , , ,

Subdivision:

Commissioner Precinct: 1

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 11/10/2020.

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

Operations Superintendent

11/04/2020

Signature

Title

Date





# 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 10/30/20 .

### Utility Company Information:

Name: SJWTX Inc- Deer Creek Water System

Address: 141 E Mercer St, Unit B Dripping Springs TX

Phone: 8306434744

Contact Name: Chris Aaron

### Engineer / Contractor Information:

Name: SJWTX Inc.- Deer Creek Water System

Address: 141 E Mercer St, Unit B Dripping Springs TX 78620

Phone: 8306434744

Contact Name: Chis Aaron

### Hays County Information:

Utility Permit Number: TRN-2020-3981-UTL

Type of Utility Service: Water Service Line

Project Description:

Road Name(s): Green Oak Drive, , , , , ,

Subdivision: Deer Creek

Commissioner Precinct: 4

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

Authorization by Hays County Transportation Department

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

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

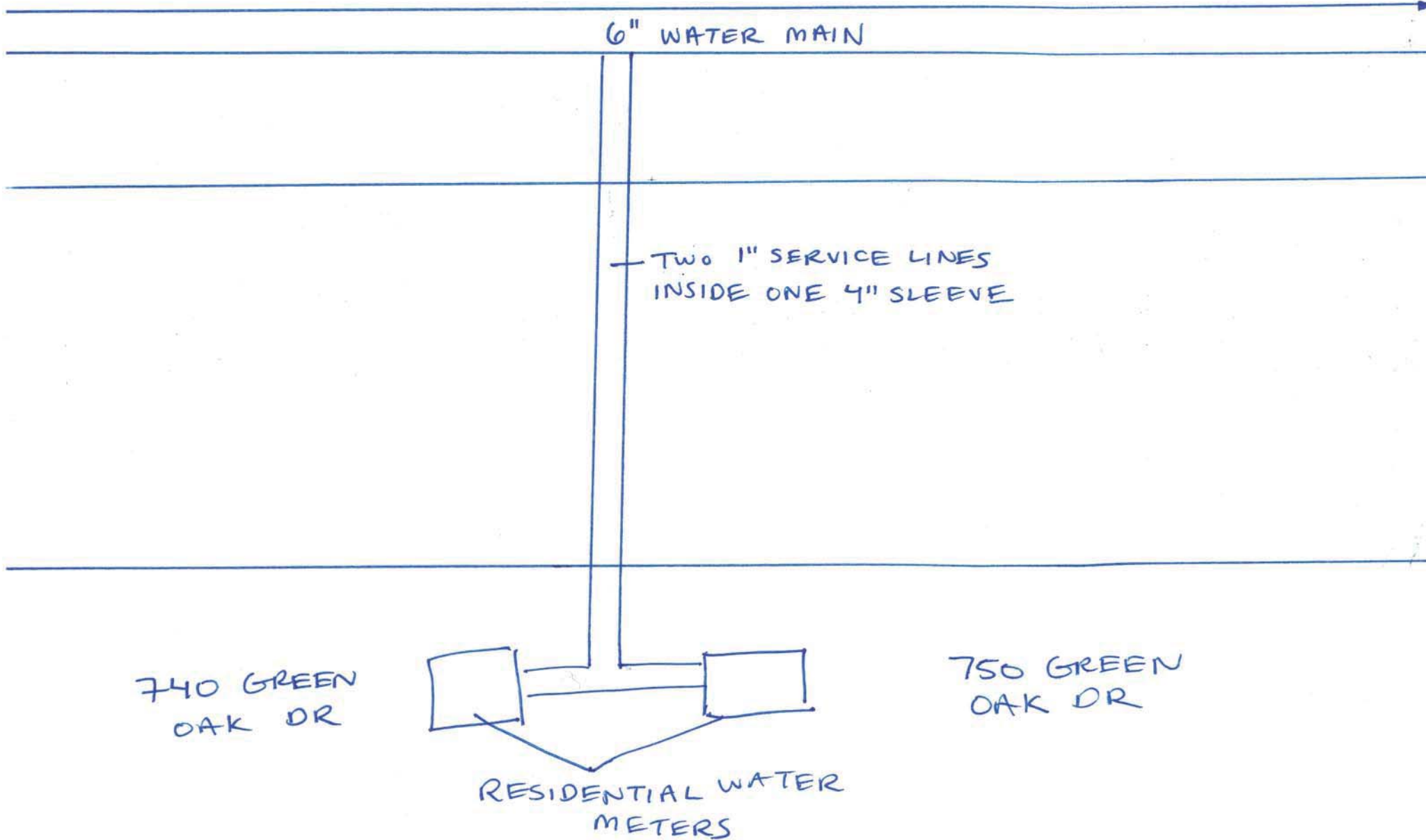
Operations Superintendent

11/04/2020

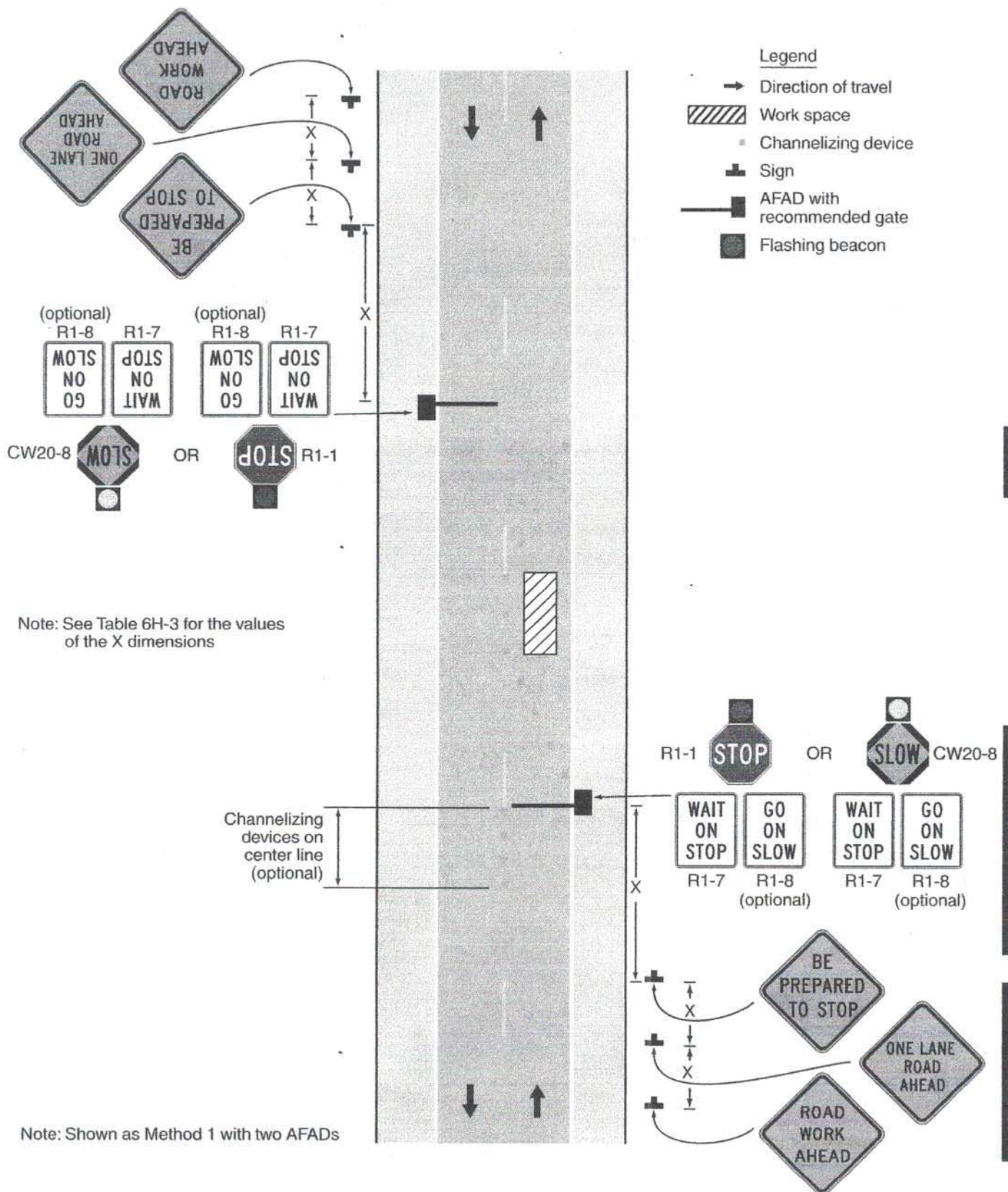
Signature

Title

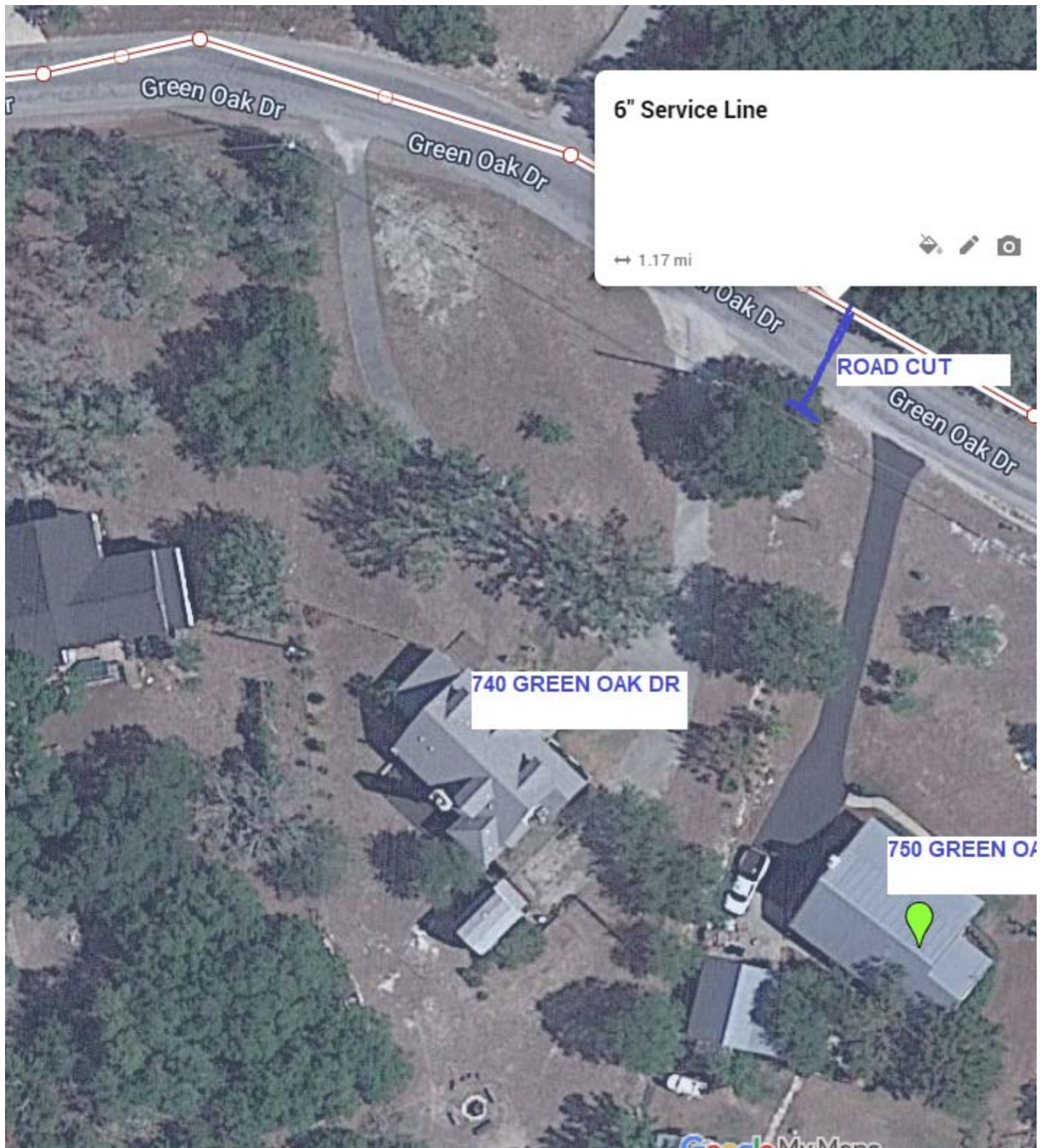
Date



**Figure 6E-1. Example of the Use of a STOP/SLOW Automated Flagger Assistance Device (AFAD)**











# 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

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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 11/30/2020 .

### Utility Company Information:

Name: Pedernales Electric Cooperative, Inc.

Address: 1810 FM150 W Kyle TX

Phone:

Contact Name: Alan Herring

### Engineer / Contractor Information:

Name: Dig Tech Inc

Address: 798 Globe Hill Road Giddings TX 78942

Phone: 9792120012

Contact Name: Jason Kauffman

### Hays County Information:

Utility Permit Number: TRN-2020-3982-UTL

Type of Utility Service: Underground Electric Line (3-4" conduit)

Project Description:

Road Name(s): Robert S. Light Blvd., , , , , , ,

Subdivision:

Commissioner Precinct: 2

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

11/04/2020

Signature

Title

Date

PROJECT LOCATION

ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!  
TEXAS811  
[HTTPS://TXGC.TEXAS811.ORG/GEOCALL/PORTAL](https://txgc.texas811.org/geocall/portal)

APPLICATION #756640

[illegible]

**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP  
TEXAS REGISTERED ENGINEERING FIRM  
F-1394



PEDERNALES ELECTRIC COOPERATIVE, INC.

LH240 LIGHT-WAREHOUSE
URD TIE
WO#134938

DATE: 10/28/2020
SCALE: NONE
ENGINEER: MARY COLEMAN, P.E.
DESIGNED BY: B. MANRIQUEZ
DRAWN BY: M. BURCH
OVERVIEW



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytx.com](http://www.hayscountytx.com)

## UTILITY PERMIT APPROVAL LETTER

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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 11/30/2020 .

### Utility Company Information:

Name: Fiberlight, LLC

Address: 4360 Beltway Place Arlington TX

Phone: 3046154207

Contact Name: Noel Rice

### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2020-3983-UTL

Type of Utility Service: fiber optic cable

Project Description:

Road Name(s): High Rd., , , , , , ,

Subdivision:

Commissioner Precinct: 2

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

11/04/2020

Signature

Title

Date



PROJECT: # RM19-961

SEGMENT #AU01587B

PERMIT  
4/10/20



FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



SEGMENT UNIT TOTALS

REVISIONS		
DATE	DESCRIPTION	BY
2/19/20	CAD	CK
3/17/20	DESIGN	RK
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•
•	•	•

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF FIBERLIGHT BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

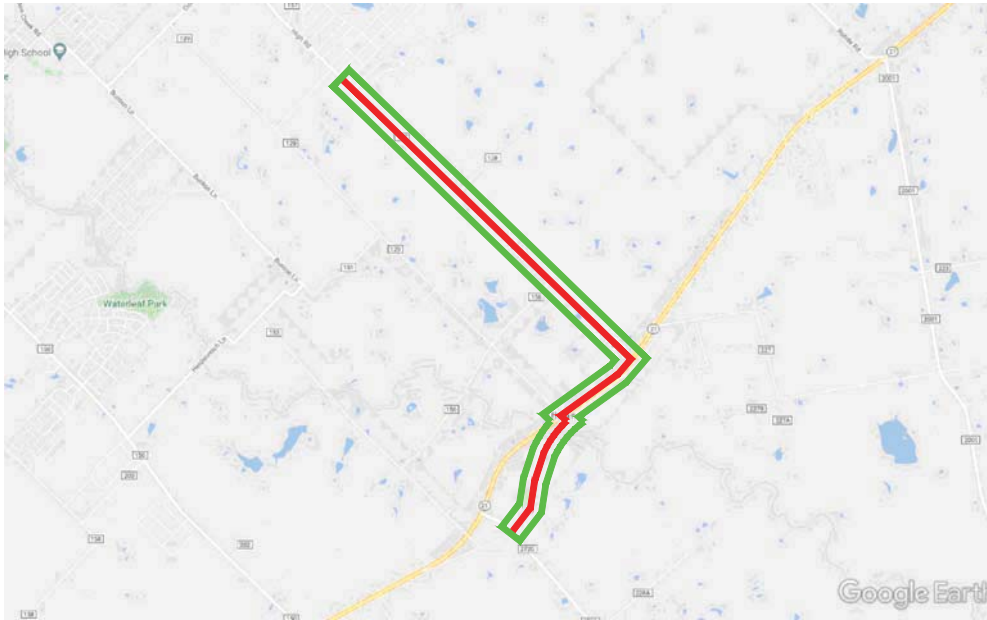
B SIZE DWG: NTS  
D SIZE DWG: NTS

DATE:

APPROVED:

SHEET:

DWG COVER



LOCATION MAP:

# SEGMENT #AU01587B (HAYS CO, TEXAS) PERMITTING AGENCY

## CONSTRUCTION NOTES:

- 1.
- 2.
- 3.

**AERIAL:**  
**UNDERGROUND: 24,370'**  
**EXISTING DUCT:**  
**HANDHOLES: 16**

## LEGEND

**GREEN** = PROJECT AREA  
**BLUE** = AERIAL CONSTRUCTION  
**RED** = UNDERGROUND CONSTRUCTION  
**ORANGE** = EXISTING DUCT

BEGIN END  
Latitude: N 29.9451913° Latitude: N 29.9937564°  
Longitude: W 97.7926128° Longitude: W 97.8138462°

## 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 the Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program in the amount of \$7,500 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	N/A

#### LINE ITEM NUMBER

001-899-99-109]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The County Feral Hog Abatement Grant is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year. Hays County will participate in a co-managed regional feral hog abatement effort with cooperating counties including Caldwell and Guadalupe. The grant will provide \$13,100 in funding assistance for this program. The County will work with Texas State University-The Meadows Center for Water and Environment to provide professional services associated with this grant.

Grant Period: 10/1/2020-8/31/2021

##### Budget Amendment:

Increase .4301 Intergovernmental Revenues (\$7,500)

Increase .5201 General Supplies \$850

Increase .5448 Contract Services \$6,650

Attachment: Interlocal Agreement\_Hays County and Texas A&M AgriLife Extension Service

**INTERLOCAL AGREEMENT**  
**by and between**  
**HAYS COUNTY**  
**and**  
**TEXAS A&M AGRILIFE EXTENSION SERVICE**

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **Hays County** (hereafter referred to as “COUNTY”), a county within the State of Texas and **Texas A&M AgriLife Extension Service** (hereafter referred to as “AGRILIFE EXTENSION”), a member of The Texas A&M University System, an agency of the State of Texas. COUNTY and AGRILIFE EXTENSION may be referred to herein individually as “Party” or collectively as the “Parties”.

**SECTION 1**  
**PURPOSE**

- 1.01** In accordance with H.B. No. 1, 86th Regular Legislative Session, 2019, (General Appropriations Act for the 2020-21 Biennium) Article III, page 241, rider 7, funds were appropriated to AGRILIFE EXTENSION for the Feral Hog Abatement Program (the “Program”) to implement feral hog abatement technologies. As part of the Program, AGRILIFE EXTENSION shall use a portion of the appropriated funds to fund grants for county feral hog eradication projects in Texas.
- 1.02** AGRILIFE EXTENSION requested grant applications in support of the Program from Texas counties setting forth the County’s proposed feral hog abatement eradication project (the “Project”). COUNTY has proposed to complete the Project as set out in the COUNTY’s Application including a Description of Activities (collectively “Application”) attached hereto as Attachment A and fully incorporated herein by reference.
- 1.03** AGRILIFE EXTENSION desires to have COUNTY complete the Project to accomplish the goals of responding and complying with the Program. Accordingly, AGRILIFE EXTENSION and COUNTY enter into this Agreement as follows:

**SECTION 2**  
**TERM**

- 2.01** *Fixed Term:* This Agreement commences on October 1, 2020 and will terminate on August 31, 2021, unless cancelled according to section 2.02 of this Agreement.
- 2.02** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term by either Party, upon thirty (30) calendar days written notice to the other Party, sent to the address indicated in Section 5.01 of this Agreement.

### **SECTION 3 COUNTY OBLIGATIONS**

- 3.01** *Performance:* COUNTY shall implement the feral hog abatement technologies as set out in the Application.
- 3.02** *Subcontractors:* Any delegation by the COUNTY to a subcontractor regarding any duties and responsibilities imposed by this Agreement must be approved in advance by AGRILIFE EXTENSION and shall not relieve the COUNTY of its responsibilities to AGRILIFE EXTENSION for its performance.
- 3.03** *Progress Reports:* COUNTY shall submit to AGRILIFE EXTENSION quarterly progress reports reflecting progress of work completed on the Project as well as financial progress.
- 3.04** *Records:* COUNTY must keep a separate bookkeeping account with a complete record of all expenditures relating to the Project. Project records shall be maintained by COUNTY for seven (7) years after the completion of the Project, or as otherwise agreed upon with AGRILIFE EXTENSION. AGRILIFE EXTENSION and the Texas State Auditor's Office ("State Auditor") reserve the right to examine all books, documents, records, and accounts relating to the Project at any time throughout the duration of the Agreement and for three years immediately following completion of the Project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by AGRILIFE EXTENSION. AGRILIFE EXTENSION and the State Auditor shall have access to the physical locations related to Project activities.
- 3.05** *Audit:* If the COUNTY has a financial audit performed during the time the COUNTY is receiving funds from AGRILIFE EXTENSION for the Project, upon request, AGRILIFE EXTENSION shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the COUNTY's funds are included.
- 3.06** *Compliance:* At all times during the term of this Agreement, COUNTY must comply with *Texas Government Code*, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

### **SECTION 4 COMPENSATION**

- 4.01** *Fee:* This is a cost reimbursable Agreement. AGRILIFE EXTENSION agrees to pay COUNTY up to **\$7,500** for performance of the Project. Payment shall be cost reimbursable based on actual costs incurred by COUNTY in accordance with the

Application but will not exceed \$7,500 total. Payment shall be made within thirty (30) days after receipt of invoice in accordance with Chapter 2251, *Texas Government Code*.

- 4.02** *Invoices:* COUNTY may submit cost reimbursable invoices to AGRILIFE EXTENSION quarterly, but in no event shall invoice be submitted any later than August 31, 2021. The invoice(s) must include sufficient detail and relevant supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices. The combined amount of the invoices submitted by COUNTY may not exceed \$7,500. All invoices shall be submitted to the following address:

Texas A&M AgriLife Extension Services  
Attn: Gina D. Chairez-Blochlinger  
P.O. Box 690170  
San Antonio, TX 78249  
(a copy may be sent by Email to: [Gina.D.Chairez@usda.gov](mailto:Gina.D.Chairez@usda.gov))

- 4.03** *Payment Schedule:* Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

- 4.04** *Eligible Expenses:* Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the Project are eligible. Examples of eligible expenditures include:

1. Personnel costs, including salary and benefits related to temporary or event staff; grant funds may not be used to pay for existing employees in the performance of their day-to-day duties.
2. Direct operating expenses that directly relate to Project activities; this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense).
3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed Project.
4. Vendor contracts (i.e. agreements made with a third-party to perform a portion of the Project services).
5. Controlled assets, which are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried, see:  
<https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>.
6. If grant funds are proposed by COUNTY to be used to fund bounty efforts, COUNTY must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **In addition, bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**



**4.05** *Ineligible Expenses:* Expenses prohibited by state or federal law or determined to be ineligible by Program guidelines will not be reimbursed. Examples of these ineligible expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Contributions, charitable or political;
4. Expenses falling outside of the contract period;
5. Items not listed in the project budget or an approved amendment;
6. Expenses that are not adequately documented;
7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

**4.06** *Non-expended grant funds:* If COUNTY fails to incur cost reimbursable expenses in the amount specified in Paragraph 4.01 during the term of this Agreement and properly invoice for same in accordance with the terms hereof, COUNTY shall not be entitled to such unspent funds. Any unspent funds will remain with AGRILIFE EXTENSION.

## **SECTION 5 MISCELLANEOUS**

**5.01** *Notices:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. Either Party can change the notice address by sending to the other Party written indication of the new address. Notices should be addressed as follows:

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

**AGRILIFE EXTENSION:** Texas A&M AgriLife Extension Service  
ATTN: Michael Bodenchuk, State Director

By U.S. mail: P.O. Box 690170  
San Antonio, TX 78269

By courier: 5730 Northwest Parkway  
San Antonio, TX 78249

**5.02** *Force Majeure:* Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a Party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, and/or covenant

of this Agreement, due to Force Majeure, the Party prevented from fulfilling will notify the other Party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.

- 5.03** *Parties Relationship:* Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between COUNTY and AGRILIFE EXTENSION.
- 5.04** *Applicable Law:* This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** *Cumulative Rights:* All rights, options, and remedies contained in this Agreement and held by COUNTY and AGRILIFE EXTENSION are cumulative and the exercising of one will not exclude exercising another. COUNTY and AGRILIFE EXTENSION each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06** *Non-waiver:* A waiver by either COUNTY or AGRILIFE EXTENSION, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** *Counterparts:* This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** *Severability:* If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, COUNTY and AGRILIFE EXTENSION intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** *Entire Agreement:* This Agreement contains the final and entire agreement between COUNTY and AGRILIFE EXTENSION, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** *Successors and Assigns:* All the obligations, duties, covenants, and rights contained in this Agreement and performable by COUNTY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** *Nondiscrimination:* COUNTY and AGRILIFE EXTENSION, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

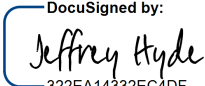
**5.12** *Dispute Resolution:* Any dispute between COUNTY and AGRILIFE EXTENSION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to Ralph Stevens, Director of Procurement, AGRILIFE EXTENSION.

**AGREED and EXECUTED** on the dates indicated below, by COUNTY's and AGRILIFE EXTENSION's duly authorized representatives.

HAYS COUNTY

By: \_\_\_\_\_  
Name: Ruben Becerra  
Title: County Judge  
Date: \_\_\_\_\_

TEXAS A&M AGRILIFE EXTENSION SERVICE

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Dr. Jeff Hyde  
Title: Director 10/26/2020  
Date: \_\_\_\_\_

Attachment A

Statement of Purpose

Pursuant to the Texas Legislature, Texas A&M AgriLife Extension Service, Wildlife Services (WS) program hereby requests applications for County Feral Hog Abatement Grants (Grant). The Grant program (“Program”) is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year. Successful applicants will receive grants to initiate or continue feral hog abatement activities in their county. This document (“RFGA”) sets forth Program requirements and procedures.

Current abatement methods in Texas vary depending on the geographic terrain and vegetation. WS recognizes that the responsibility for management rests with landowners and local constituents who know the surrounding land and waterways, as well as the potential challenges to combating feral hogs. Through this program, the highest ranking counties will receive assistance to continue local activities which may range from educating the landowners on abatement methods, coordinating trapping and hunting programs, conducting aerial gunning and addressing public safety hazards related to feral hogs.

Projected Timeline of Events

August 1, 2020	Applications Available
August 28, 2020	Applications Due
October 1, 2020	Anticipated Award Date
August 31, 2021	Project End date

Eligibility

To be eligible for an award under the Program, the applicant must be a Texas county. The county must have or develop a method to accurately track the number of feral hogs taken in the county as well as documentation for other provisions included in the application (e.g. receipts for purchases, trap loan numbers, etc.) for the eligible period September 1, 2020-August 31, 2021.

Grantee Responsibilities and Accountability

Selected Applicants (grantees) will be responsible for conducting a project supported by the Program and for achieving the results described in the application. Each grantee shall monitor the day-to-day performance of the grant project to assure adherence to statutes, regulations, and grant terms and conditions. The grantee must carry out the activities described in the approved scope of work.

The grantee will be accountable for documenting the use of grant funds and must ensure funds are used solely for authorized purposes. The grantee must ensure:

- Funds are used only for activities covered by the approved project.

- Funds are not used in violation of the restrictions and prohibitions of applicable statutes and regulations.
- All budget and performance reports are completed in a timely manner.

Each grantee must ensure they have an adequate accounting system in place and good internal controls to ensure expenditures and reimbursements are reported and maintained for seven (7) years after the conclusion of the project.

### **Funding Parameters**

Awards are subject to the availability of funds. If funds are not appropriated or collected for this Program, applicants will be informed accordingly.

WS will make awards after all applications are processed. Grant funds will be available on a cost reimbursement basis for county use on feral hog abatement expenditures during the grant term. A total of \$100,000 is available. WS anticipates awarding up to 15 grants ranging from \$5,000 to \$20,000 each. Applications will be reviewed through a competitive evaluation process.

Bounty programs may be included in a county's proposal, however WS will limit State funding of bounties to 50% of the amount actually paid out.

To receive grant funds, counties that are awarded Program grants must enter into a written agreement with Texas A&M AgriLife Extension Service. Grant funds will be distributed on a reimbursement basis after awarded counties submit proof of allowable expenditures.

WS reserves the right to accept or reject any or all applications submitted. WS is under no legal or other obligation to execute a grant award on the basis of a response submitted to this RFGA.

Public announcements and written notifications will be made to all applicants and their affiliated agencies, organizations, or institutions. Favorable decisions will indicate the amount of award, duration of the grant, and any special conditions associated with the project.

### **Term of Funding or Duration of Projects**

A Notice of Grant Award is *anticipated* to be made in October 2020. However, it is the intention of the legislature that Texas A&M AgriLife Extension Service continue to make available a level of funding similar to previous grants administered by the Texas Department of Agriculture (TDA). Counties may have continued feral hog projects following the conclusion of the TDA program. Therefore, approved projects may claim expenditures which have occurred since September 1, 2020. Projects under this funding request must be completed by August 31, 2021. No expenditures incurred after August 31, 2021 will be reimbursed.

### **Application Requirements**

To be considered, applications must be complete and include all of the following information.

*Grant Applications*—Interested applicants must include all of the following information:

A narrative including:

- *County Information.* This is the name and address for the county.

- *Primary Program Contact.* This is the individual who can answer questions about the county's activities and performance.
- *Authorized Official.* This is the person legally able to bind the county in contracts or agreements, generally the county judge.
- *Previous Participation.* For counties which participated in the Feral hog grant program, a copy of the final report is required.
- *Description of Activities.* Include information on:
  - i. Description of the proposed program including abatement activities supported or used;
  - ii. Type and number of county-sponsored education program(s) about feral hog abatement technologies proposed; and
  - iii. A proposed budget (total cost for educational and operational activities, county share of bounty if proposed);
- *Certifications.* The authorized official must sign the application.

### Evaluation and Selection Information

WS will conduct an administrative review to determine whether the applicant was responsive to the requirements of this RFGA. WS will take into consideration the status of any continuing project's progress.

Applications will be evaluated on the following criterion:

- The degree to which the proposal meets or supports established watershed or agricultural protection programs (*a maximum of 30 points will be awarded to those county proposals which are consistent with watershed protection plans or agricultural protection programs*).
- The estimated contribution of the proposal to removing feral hogs from the landscape (*a maximum of 30 points will be awarded for aspects of the project which contribute to fewer hogs, including trap loan programs, aerial hunting contracts, equipment purchased for control and bounties. NOTE: WS will only reimburse counties 50% of actual bounties paid. Counties planning on bounty programs need to state the total bounty pool and the county commitment to the remaining 50%. Programs which remove feral hogs but contribute to perpetuation of hogs as a resource may not receive full points.*)
- The number of landowner outreach events planned or conducted from September 1, 2020 through August 31, 2021 which include at least 1 hour of feral hog management topics, including biology, management strategies and damage assessment. We recognize that outreach in the current pandemic environment will be challenging and encourage applicants to develop adaptive and innovative outreach plans. Media articles, 4-H presentations and collaborations with schools may be included in outreach planning (*a maximum of 5 points per event planned and 10 points per event conducted up to 20 points per application will be awarded*).
- The degree to which the county project conducts a formalized damage and control assessment (*a maximum of 10 points will be awarded if the county project records numbers of feral swine removed and up to 10 additional points will be recorded for a formalized county level damage assessment*).

WS will include outside reviewers in evaluating proposals. County Primary Point of Contact may be queried during the evaluation process to clarify proposals.

#### **Deadline for Submission of Responses**

**LATE APPLICATIONS WILL NOT BE ACCEPTED.**

**Only materials actually received by WS by 5:00 pm CDT on application due date will be reviewed as part of the application.** Applicant will not be allowed to supplement the application after the application deadline.

One complete application package, including narrative and final reports (if applicable) must be **received by WS before close of business (5:00 p.m. CT) on Friday, August 28, 2020.** It is the applicant's responsibility to ensure the timely delivery of all required materials.

WS will send an acknowledgement receipt by email indicating the application was received.

Preferred:

Electronic Version

Email: Michael.J.Bodenchuk@usda.gov

**Email subject line must contain the program and applicant name (Ex: 2021 Feral Hog Grant– Travis County).** The respondent is solely responsible for ensuring that their complete electronic submission is sent to, and actually received by, WS in a timely manner and at the proper destination server.

**IMPORTANT NOTE:** All submissions must be sent in Microsoft Word or other Word compatible format or as .PDF files. Unreadable submissions may be deemed unresponsive and will not be reviewed for funding consideration.

WS takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. WS will send an acknowledgement receipt by email indicating the application was received.

Hard Copy Submissions.

All applications must be **received** by WS (P.O. Box 690170, San Antonio, TX 78269) by closing date and time. Applications will be documented with a date/time stamp for receipt documentation purposes.

For questions regarding submission of the application and/or WS requirements, please contact WS at (210) 561-3801, or by email at

Michael.J.Bodenchuk@usda.gov

#### **Successful Application Requirements**

**Reporting.** Selected applicants will be required to submit periodic performance reports. Reporting timelines will be provided in the grant agreement. As part of WS's ongoing monitoring of grant funds, grantees must show both a strong progress of work completed on all projects as well as

financial progress. Failure to comply with reporting requirements may result in the withholding of a request for reimbursement and/or termination of the award.

#### **Budget Development Information.**

- A. Payment.** *Selected grantees will be paid on a cost reimbursement basis.* Grantees will be required to submit payment requests quarterly, but no more frequently than monthly in order to show significant financial and programmatic progress. Payment requests must include sufficient detail and supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices.
- B. Payment Schedule.** Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.
- C. Eligible Expenses.** Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the project are eligible. Examples of eligible expenditures include:
  1. Personnel costs – including salary and benefits related to temporary or event staff, grant funds may not be used to pay for existing employees in the performance of their day-to-day duties;
  2. Direct operating expenses that directly relate to project activities, this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense);
  3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed project;
  4. Contracts – agreements made with a third-party to perform a portion of the award;
  5. Controlled Assets are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried,  
<https://fmxcpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>; and
  6. If grant funds are proposed to be used to fund bounty efforts, Grantee must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **Bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**
- D. Ineligible Expenses.** Expenses may be prohibited by state or federal law or determined to be ineligible by program guidelines. Examples of these expenditures include, but are not limited to the following:
  1. Alcoholic beverages;
  2. Entertainment;
  3. Contributions, charitable or political;
  4. Expenses falling outside of the contract period;
  5. Items not listed in the project budget or an approved amendment;
  6. Expenses that are not adequately documented;
  7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
  8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.



It is important to ensure that all costs meet the criteria, of allowable, allocable, and reasonable.

### **General Information**

Selected applicants will receive a Notice of Grant Award (NGA) letter and an official Grant Agreement from WS. The NGA is not legally binding until a grant agreement is fully executed.

WS reserves the right to fund projects partially or fully. WS reserves the right to negotiate individual elements of any application and to reject any and all applications. Where more than one application is acceptable for funding, WS may request cooperation between grantees or revisions/adjustments to an application in order to avoid duplication and to realize the maximum benefit to the state. Selected projects will receive funding on a cost-reimbursement basis.

WS reserves the right to reject all applications and is not liable for costs incurred by the Applicant in the development, submission, or review of the application; or costs incurred by the Applicant prior to the effective date of grant agreement.

#### *Right to Amend or Terminate Program*

WS reserves the right to alter, amend, or clarify any provisions, terms, or conditions of this program or any grant awarded as a result thereof, or to terminate this program at any time prior to the execution of an agreement, if WS deems any such action to be in the best interest of WS and of the State of Texas. The decision of WS will be administratively final in this regard.

#### *Proprietary Information/Public Information*

If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (Proprietary Information) in its application or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14-point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Texas Public Information Act (PIA) for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the application or other submitted information, which must be able to be conveniently separated and detached from the other sections of the application.

Failure to properly label, identify and segregate any Proprietary Information in the application or other submitted information may result in all such information or material being disclosed as public information.

Unless specifically exempt from disclosure under the PIA, all applications and materials submitted under this program are subject to release under the PIA.

#### *Conflict of Interest*

The Applicant is required to disclose any existing or potential conflicts of interest relative to this grant program. Failure to disclose any such relationship may result in the Applicant's disqualification or termination of any resulting grant agreement.

### **General Compliance Information**

1. Grantees must comply with WS's reporting requirements and financial procedures outlined in the grant agreement. Any delegation by the Grantee to a subcontractor regarding any duties and responsibilities imposed by the grant award must be approved in advance by WS and shall not relieve the Grantee of its responsibilities to WS for their performance.

2. All grant awards are subject to the availability of funds appropriated and authorized by the Texas Legislature.
3. Grantees must remain in full compliance with state and federal laws and regulations. Non-compliance may result in termination of the grant or ineligibility for reimbursement of expenses.
4. Grantees must keep a separate bookkeeping account with a complete record of all expenditures relating to the project. Records shall be maintained for seven (7) years after the completion of the project, or as otherwise agreed upon with WS. WS and the Texas State Auditor's Office (SAO) reserve the right to examine all books, documents, records, and accounts relating to the project at any time throughout the duration of the agreement and for three years immediately following completion of the project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by WS. WS and the SAO shall have access to the physical locations related to project activities.
5. If the Grantee has a financial audit performed during the time the Grantee is receiving funds from WS, upon request, WS shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
6. Grantees must comply with Texas Government Code, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

Application must be received by: **Friday, August 28, 2020**. Late or incomplete applications will not be considered.

### County Information

County Name	<u><b>Hays County</b></u>		
Mailing Address:	<u><b>111 E. San Antonio Street Ste. 300</b></u>		
	<i>Street Address</i>		
	<u><b>San Marcos</b></u>	<u><b>TX</b></u>	<u><b>78666</b></u>
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
Physical Address:	<u><b>111 E. San Antonio Street Ste. 300</b></u>		
	<i>Street Address</i>		
	<u><b>San Marcos</b></u>	<u><b>TX</b></u>	<u><b>78666</b></u>
	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Contact Personnel

**(1) Name of Primary Program Contact** *(This person can answer day-to-day questions about the project.)*

Full Name:	<u><b>Nick</b></u>	<u><b>Dornack</b></u>	X <input type="checkbox"/> Mr.	<input type="checkbox"/> Dr.
	<i>First</i>	<i>Last</i>	<input type="checkbox"/> Ms.	<input type="checkbox"/> Other _____
Position Title:	<u><b>Director of Watershed Services, Meadows Center for Water and the Environment</b></u>			
Email Address:	<u><b>nickdornack@txstate.edu</b></u>			
Phone:	<u><b>(512) 245 - 6697</b></u>	Ext.	<u>Alt #:</u>	<u><b>(512) 213 - 7389</b></u>

**(2) Name of Authorized Official** *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name:	<u><b>Ruben</b></u>	<u><b>Becerra</b></u>	<input type="checkbox"/> Mr.	<input type="checkbox"/> Dr.
	<i>First</i>	<i>Last</i>	<input type="checkbox"/> Ms.	<input type="checkbox"/> Other <b>Judge</b>
Position Title:	<u><b>County Judge</b></u>			
Email Address:	<u><b>Judge.becerra@co.hays.tx.us</b></u>			
Phone:	<u><b>(512) 393 - 2205</b></u>	Ext.	<u>Alt #:</u>	<u><b>( ) -</b></u>

## Program Information

### Previous Participation

- Has your County previously participated in the feral hog abatement grants? ☐ Yes ☐ No
- If yes, what years? 2012, 2013, 2018, 2019, & 2020
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? ☐ Yes\* ☐ No
- If yes, what years? 2013, 2018, 2019, 2020

### Quantifiable Information and Description of Activities

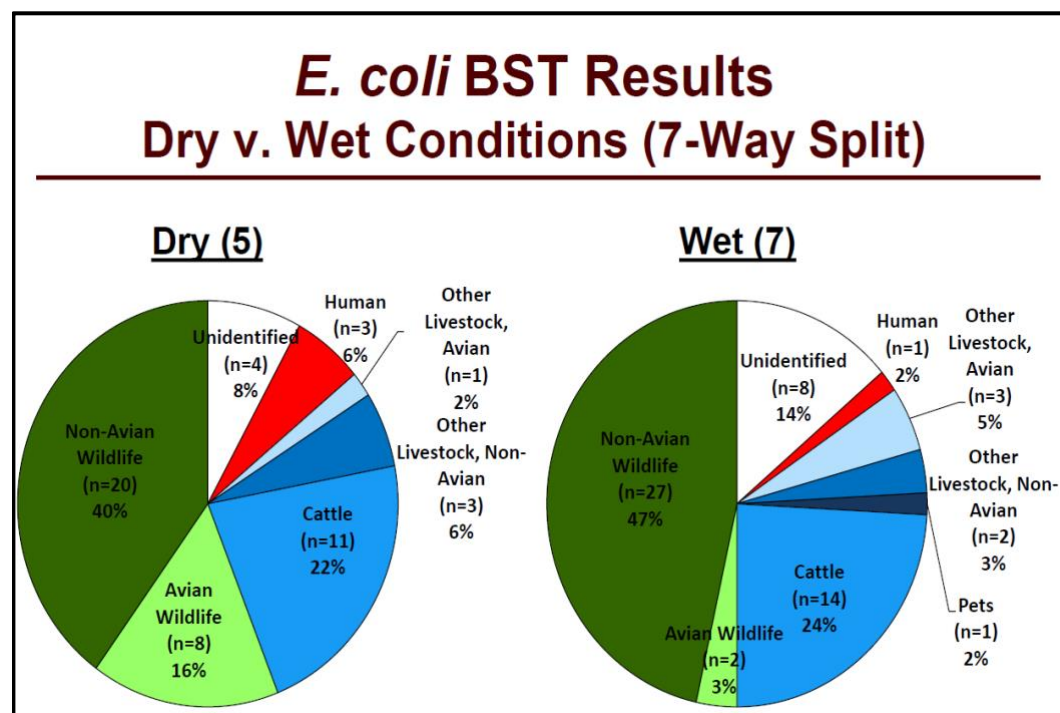
Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

Hays County is requesting a Texas A&M AgriLife Extension Service, Wildlife Services (WS) County Feral Hog Abatement Grant (grant) in the amount of \$7,500.

Grant funds will be used to continue to develop and implement stakeholder engagement programs and to purchase supplies and equipment toward the goal of reducing the damage and extent of feral hog (*Sus scrofa*) activity in Hays County, Texas. **This effort will be strengthened and enhanced by Hays County's participation in The Central Texas Feral Hog Task Force, a co-managed, regional feral hog abatement effort with cooperating counties including, Guadalupe and Caldwell.** The grant will enable Hays County to take advantage of a regional communication network and share resources with partner counties while also implementing specific mitigation efforts designed for the cultural and land use priorities that make Hays County unique.

Hays County and its partners are not alone in suffering millions of dollars in damages to property and natural resources from feral hog activity. What sets Hays County and our partners apart, however, are the tools and experience each county possesses in grant management, stakeholder engagement and watershed protection that will serve to ensure grant funds achieve program goals. Four watershed protection plans (WPP) are currently being implemented in the three-county region: Cypress Creek WPP and Upper San Marcos River WPP (Hays); Plum Creek WPP (Hays-Caldwell); Geronimo-Alligator Creek WPP (Caldwell). Historic and ongoing impacts to water quality from feral hogs in these watersheds have been well documented. A 12-month Bacterial Source Tracking (BST) study completed for Plum Creek in 2018 demonstrated that

non-avian wildlife was the most dominant source of *E. coli* throughout the watershed (**Figure 1**). Feral hogs are highly suspected to be the driver of wildlife *E. coli* in Plum Creek as well as Geronimo and Alligator Creeks in Guadalupe County due to their active population, biology and behavioral patterns that keep them close to the cool, vegetated riparian areas along streams. More information on the Plum Creek Watershed Protection Plan can be found at <http://plumcreek.tamu.edu/>.



**Figure 1.** Results of 12-month Plum Creek Watershed, Bacterial Source Tracking Study (Wet versus Dry Conditions) completed by the Plum Creek Watershed Partnership, Guadalupe-Blanco River Authority and the Texas A&M Soil and Aquatic Microbiologic Laboratory

Each partner county in this co-managed, regional efforts, has successfully participated in feral hog management activities, most notable being Caldwell County's Feral Hog Task Force established in 2013, whose ongoing outreach, education and direct abatement efforts have led to the documented removal of over 16,000 feral hogs in Caldwell County and the Plum Creek Watershed.

The continued development of The Central Texas Feral Hog Task Force, a regional feral hog abatement program for Caldwell, Guadalupe and Hays County through this grant program will ensure the following deliverables: (1) a *continuation of multifaceted feral hog management programs for partner counties*; (2) a centralized website, [www.feralhogtaskforce.com](http://www.feralhogtaskforce.com), for sharing information about feral hog programs, tracking progress and announcing upcoming opportunities throughout the region with links to existing resources as well as dedicated pages for each partner county; (3) development and allocation of shared resources for participating counties

including: *a county-level damage assessment*, miscellaneous program forms (ex. landowner surveys, bounty participation forms, etc.); (4) equipment sharing cooperatives (ex. remote operated traps); (5) cost-sharing incentive programs (ex. trapping supplies); (6) coordinated educational programming including webinars AND one county-based workshop for each partner county; and (7) a dynamic social media campaign to enhance program success and expand program reach. Partner counties may also participate in bounty programs and aerial hunting contracts.

Public-private partnerships will serve as a catalyst for greater program impact by leveraging grant funds to expand projects and incentivize stakeholder ownership in the feral hog abatement effort.

Hays County and our cooperating partners, Guadalupe Co. and Caldwell Co., will work with county staff, AgriLife, Texas State University – Meadows Center for Water and the Environment, the Plum Creek Watershed Partnership, local business, NGOs and others to coordinate efforts and deliver feral hog abatement programs with a goal of the documented removal of 6,000 feral hogs throughout the region during the project period.

*(Additional sheets may be attached if more space is needed.)*

Attached is a Proposed Work Plan, Anticipated Project Results, Project Oversight, and Proposed Budget.

## Proposed Work Plan

ACTIVITY	ACTIVITY COMPLETED BY	TIMELINE	
		START DATE	END DATE
Grant administration	Hays County	9/01/2020	8/31/2021
General Project Management	Interlocal Contract with Texas State University – Meadows Center for Water and the Environment (Meadows)	9/01/2020	8/31/2021
Website maintenance and networking	Meadows	9/01/2020	8/31/2021
Two (2) landowner outreach events	Hays County AgriLife Extension will coordinate one (1) Hays Co. Feral Hog Abatement Workshop.  Meadows will develop one 1-hour subject specific webinars.	9/01/2020	8/31/2021
Hays County Feral Hog Removal Tracking including a County Level Damage and Control Assessment	Meadows	9/01/2020	8/31/2021
Remote-operated feral hog trap sharing cooperative	Central Texas Feral Hog Task Force <i>(assisted by Meadows)</i>	9/01/2020	8/31/2021
Cost-sharing incentive programs - trapping supplies and aerial hunting	Meadows <i>(assisted by Local Business Partners)</i>	9/01/2020	8/31/2021
Development of Final Report	Hays County	9/01/2020	8/31/2021

## **Anticipated Project Results**

Documentation of harvested feral hogs through voluntary reporting and/or aerial hunting programs will be completed by Meadows. This includes a harvest log.

- Remote-operated feral hog trap sharing cooperative – Estimated number of hogs to be taken = 100
- Cost-sharing incentive program: trapping supplies – Estimated number of hogs to be taken = 100
- Cost-sharing incentive program: professional aerial hunting Services (3 hours) – Estimated number of hogs to be taken = 100
- Voluntary Reporting – Estimated number of hogs to be taken = 200

Total feral hogs estimated to be taken through use of grant funds = 500

## **Project Oversight**

### Nick Dornak, Director of Watershed Services - Meadows

Nick Dornak is currently the Director of Watershed Services for Meadows, has served as Coordinator of the Plum Creek Watershed Partnership from 2012 through 2018 and is the founder and administrator of the Caldwell County Feral Hog Task Force, now the Central Texas Feral Hog Task Force, established in 2013. Mr. Dornak has written and/or managed over 30 local, state and federal grants since 2012.

The Hays County AgriLife Extension will assist in coordinating Feral Hog Abatement Workshop.

The Hays County Auditor's Office will oversee financial terms of the grant. Any payments and reimbursements must be approved by the Hays County Judge and/or Hays County Commissioners.



**Proposed Budget**

<b>Category</b>	<b>Amount</b>	<b>Description</b>
<b>Personnel</b>	\$0.00	n/a
<b>Equipment</b>	\$0.00	n/a
<b>Supplies</b>	\$850.00	Provide \$850 toward trapping supplies for 2 program participants. Partner with local retailer, King Feed. Supplies may include panels, posts, mechanical components, game camera/modem combinations.
<b>Contractual</b>	\$1,050.00	Provide 3.0 hours of aerial gunning services program participants with approved LOAs. (\$1,050 @ \$350/hr. X 3.0 hrs.)
<b>Other</b>	\$5,600.00	<p><b>\$5,000</b> - ICA with Texas State University Meadows Center for Water and Environment to provide professional services toward: project management; assist in coordination of one (1) Hays Co. workshop; develop one 1-hour webinar; website management, www.feralhogtaskforce.com; manage social media campaign; feral hog removal tracking; delivery of County Level damage and Control Assessment; assist coordination of remote-operated feral hog trap sharing cooperative (utilize existing Hays Co. trap); implementation of cost-sharing incentive programs - trapping supplies and aerial control.</p> <p><b>\$600</b> - FY2020 annual service contract with Wireless Traps for existing Hays Co. Remote-Operated Trap</p>
<b>Total</b>	<b>\$7,500.00</b>	

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment of \$8,340 to Drone Sense for a Software License Subscription Renewal for the UAV program where no purchase order was issued as required per the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	\$8,340

#### LINE ITEM NUMBER

001-656-00.5429

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

#### SUMMARY

Drone Sense is the overall flight software; archiving, tracking all flights and information for UAV. The invoice was submitted without completing a Purchase Order and a copy of the Terms and Conditions of the subscription. Funds were included in the FY21 budget for this subscription service.

Attachments: Drone Sense Invoice INV-2891  
Drone Sense Terms & Conditions

DroneSense, Inc.  
2600 Via Fortuna  
Ste 340  
Austin, TX 78746  
Tel (512) 582-0444

8340



## INVOICE

Laurie Taylor  
Hays County, Emergency Management  
712 S Stagecoach Trl, Ste 1071  
SAN MARCOS TX 78666  
USA  
512 393-2273

Invoice Date  
09/30/2020

Invoice Number  
INV-2891

Due Date  
10/30/2020

Subscription Period  
10/01/2020 - 09/30/2021

Description	Quantity	Unit Price	Tax	Amount USD
DSL002-12, Detachable Sensor Drone License (12 Months): Includes software license for AirBase, Pilot and, OpsCenter for all organization users, and: Initial setup and online training Technical support as outlined in Terms and Conditions Fair use storage on DroneSense cloud	2.00	2,388.00	Tax Exempt	4,776.00
DSL001-12, Non-Detachable Sensor Drone License (12 months): Includes software license for AirBase, Pilot and, OpsCenter for all organization users, and: Initial setup and online training Technical support as outlined in Terms and Conditions Fair use storage on DroneSense cloud	3.00	1,188.00	Tax Exempt	3,564.00
DSV004-12, Concurrent Viewer Pack (100 max): Allows up to 100 concurrent video streams through OpsCenter Cloud for entire org	1.00	0.00		0.00

DroneSense POC: Brenda Jasso  
512.222.9248  
brenda@dronesense.com  
Hays Co Renewal:  
10/1/2020 - 09/30/2021

Subtotal	8,340.00
Total No Tax 0%	0.00
Invoice Total USD	8,340.00
Total Net Payments USD	0.00
Amount Due USD	8,340.00

8340  
Laurie Taylor

## PLATFORM TERMS & CONDITIONS

These PLATFORM TERMS & CONDITIONS (“**Terms**” and together with the order (the “**Order**”) associated herewith, this “**Agreement**”) set forth the terms and conditions pursuant to which DroneSense, Inc. (“**DroneSense**”) shall provide the elements of its platform (including without limitation Pilot, OpsCenter, and AirBase, each, a “**Platform Element**” and together, the “**Platform**”) contemplated by the Order to Customer. Each Order is subject to these Terms. Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Order. In consideration of the mutual promises contained herein, the parties agree as follows:

**1. SUBSCRIPTION TO THE PLATFORM.** Customer agrees to purchase from DroneSense, and DroneSense agrees to provide to Customer, the Platform subscription (the “**Subscription**”) as indicated in the Order for the quantity and type as set forth in the Order (the “**Authorized Products**”). Each Subscription includes Pilot, OpsCenter, and AirBase (all as defined herein).

### 2. SAAS OFFERING

**2.1. Provision of Service; Users.** During the Term of any Subscription and subject to the terms and conditions set forth herein, including without limitation Customer’s payment of all Fees due hereunder and any restrictions or parameters set forth in this Agreement, Customer and its Users shall have a limited, non-exclusive, non-transferable, non-sublicenseable, royalty-free right and license to access and internally use Pilot, OpsCenter, and AirBase for its intended purpose for the Authorized Products. DroneSense will use commercially reasonable efforts to provide Customer with access to its Pilot tablet app software-as-a-service offering (“**Pilot**”), OpsCenter browser-based software-as-a-service offering (“**OpsCenter**”), and its AirBase browser-based software-as-a-service offering (“**AirBase**”), and make Pilot, OpsCenter, and AirBase available to Customer’s personnel (“**Users**”) for the Authorized Products. Users will be required to abide by the terms of this Agreement. Any breach by a User will be deemed to be a breach by Customer. Customer shall be solely responsible for managing and administering User accounts, including issuing usernames and passwords, provided that DroneSense may terminate or suspend any User’s access to Pilot, OpsCenter, and AirBase for any breach without notice. Customer shall be solely responsible for the security and confidentiality of Customer’s account information, including usernames and passwords, and will ensure that no third party uses Customer’s account. Customer shall immediately notify DroneSense in the event that Customer becomes aware of any unauthorized access to Pilot, OpsCenter, or AirBase or any violation of the terms of this Agreement by Customer or any User.

### 3. OTHER SERVICES

**3.1. Hosting and System Maintenance.** Customer acknowledges that DroneSense may host any or all Platform Elements, or elements of Platform Elements, using its own infrastructure or it may engage a third party to host on its behalf. DroneSense currently utilizes Amazon Web Services

(AWS) GovCloud for hosting of certain Platform Elements. Updates may be provided at DroneSense's discretion at no additional charge, and DroneSense may, in its sole discretion, make any changes that it deems necessary or useful to maintain or enhance the quality or delivery of the Platform or to comply with applicable law. Scheduled system maintenance shall take place during a normal maintenance window, as reasonably determined by DroneSense. During such time, certain Platform Elements and their interaction with other Platform Elements may be unavailable. Emergency maintenance may be required at other times in the event of system failure.

**3.2. Technical Support.** During the Term of any Subscription, DroneSense will provide Customer with a reasonable amount of support regarding the Platform from 9am-4pm Central Time by phone at (512) 582-0444 or by email at support@dronesense.com.

**3.3. Maintenance Services.** DroneSense will provide periodic updates and bug fixes for Platform Elements at its discretion during the Term of any Subscription ("**Maintenance Services**"). Any such updates or fixes will be considered DroneSense Software. DroneSense does not warrant that all errors or defects can or need to be corrected. The exclusions from warranty coverage under Section 7.2 are also exclusions from Maintenance Services under this Section. There may be feature charges for update or enhancement releases of Platform Elements.

**3.4. Training.** Initial training for the Platform is available online and should be scheduled directly with DroneSense. DroneSense will provide on-site training if purchased by Customer in the applicable Order.

## **4. CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES**

**4.1. Customer Assistance.** Customer shall provide DroneSense with all information, materials and assistance as reasonably required for DroneSense to activate and operate the applicable Platform Elements for Customer and its Users pursuant to this Agreement.

**4.2. Compliance with Applicable Law.** Customer and each User uses the Platform at its own initiative and is responsible for compliance with any applicable laws, including without limitation any federal, state or local employment and/or tax laws. WITHOUT LIMITING THE FOREGOING, CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL LAWS AND REGULATIONS PERTAINING TO THE OPERATION AND MAINTENANCE OF ANY AIRCRAFT. DroneSense may also impose limits on the use or access to the Platform as required by law.

**4.3. Third Party Elements.** Customer acknowledges that one or more Platform Elements may contain data, software or components that are either owned by a third party or in the public domain ("**Third Party Elements**"). A listing of such Third Party Elements comprised by software

will be made available upon written request. Customer's rights in the Third Party Elements comprised by software are governed by and subject to the terms and conditions set forth in the applicable third party license(s) also set forth therein. Customer acknowledges and agrees to fully comply with such terms and conditions. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN SUCH TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED UNDER LAW AND THE APPLICABLE THIRD PARTY LICENSES OR OTHER THIRD PART AGREEMENTS, THE DISCLAIMERS SET FORTH AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO DRONESENSE AND ITS LICENSORS WITH RESPECT TO SUCH THIRD PARTY ELEMENTS

**4.4. Restrictions.** Customer may not rent, lease, lend, sell, redistribute, reproduce or sublicense any Platform Element, or use any Platform Element as a service bureau. Customer may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, create derivative works of any Platform Element, or any part thereof, or use any Platform Element in violation of any law or regulation. If for some reason these restrictions are prohibited by applicable law or by an agreement DroneSense has with one of its licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s). Customer shall not exploit any Platform Element in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Customer will comply with reasonable storage guidelines, each as established from time to time by DroneSense. DroneSense reserves the right to limit Customer's storage of Data (defined in Section 5.2) if Customer exceeds reasonable amounts. Customer will be solely responsible for the following: (i) providing all hardware, software, networking and communications capabilities, including any cellular data plans, storage devices, or SIM cards, required for use of the Platform; (ii) at all times using the Platform in accordance with the applicable documentation and any other written instructions provided by DroneSense; (iii) using the Platform in a manner that does not infringe the intellectual property, privacy or other rights of third parties, and (iv) ensuring that Customer and its Users do not upload or transmit viruses or malicious code via the Service. No User shall share his/her username or password with other individuals within or outside of Customer's organization, without DroneSense's written approval.

## **5. INTELLECTUAL PROPERTY.**

**5.1. Reservation of Rights.** All intellectual property rights in and to the Platform and all Platform Elements remain the sole property of DroneSense and/or its licensors. If Customer or any of its Users submits to DroneSense comments, suggestions, or other feedback regarding the Platform or any Platform Element ("**Feedback**"), Customer agrees that DroneSense will be free to use such Feedback for product improvement without accounting or obligation.

**5.2. Rights in Data.** As between DroneSense and Customer, Customer shall own all right, title, and interest in and to any data that is collected by DroneSense from Customer and its Users, and

in connection with their use of the Platform (“**Data**”). Customer grants and agrees to grant to DroneSense a non-exclusive, transferable, sublicensable, royalty free license to use such Data in order to provide the applicable elements of the Platform to Customer and as necessary to monitor and improve the Platform. DroneSense shall have the right to use the Data, on an aggregated and non-identifiable basis only (“**Blind Data**”), to collect, develop, create, extract or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such Data, and DroneSense will solely own the Blind Data. . It is Customer’s sole responsibility to back up its Data, and Customer agrees and acknowledges that post termination or expiration of this Agreement, it may not have access to the Data.

## **6. PAYMENT TERMS**

**6.1. Fees.** Applicable fees and pricing for the Subscription is set forth on the Order. Subscription renewal pricing is specified in Section 11.2.

**6.2. Payment Terms.** Unless otherwise specified on an Order, Customer hereby agrees to pay DroneSense all Fees on or prior to the Order date or the applicable renewal date, by issuing a check to DroneSense, or using a credit card or other electronic payment method on file with Customer’s account. If Customer pays via one of a third party payment vendor (e.g. Stripe or PayPal), Customer agrees to abide by such vendor’s then-current terms of use and pay any associated processing fees separate from what appears in the Order. Except to the extent otherwise provided in the Order, all Fees are non-refundable and are payable in U.S. dollars. Any Fees remaining unpaid for more than fifteen(15) days past their due date shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law. DroneSense may also (at its discretion and in addition to other remedies it may have) suspend any pending deliveries or services, and Customer’s and its Users’ access to the Platform if any invoice remains unpaid for more than fifteen (15) days.

**6.3. Taxes.** The Fees set forth on the Order do not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties, and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of DroneSense. DroneSense shall have no liability for any taxes owed by Customer or its Users as a result of the Customer’s use of the Platform. If Customer is a tax-exempt, or equivalent, entity, Customer shall provide a copy of the tax-exemption certificate to DroneSense upon execution of Order.

## **7. WARRANTIES AND DISCLAIMER.**

**7.1. Mutual Warranties.** Each party represents that it is a public entity, or a corporation that is duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement and that it will do so in accordance with,

and acknowledges that this Agreement is subject to, applicable law. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

**7.2. Disclaimer.** THE FOREGOING CONSTITUTES DRONESENSE'S ONLY WARRANTIES CONCERNING THIS AGREEMENT AND THE PLATFORM, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. CUSTOMER SHALL NOT AND HAS NO AUTHORITY TO MAKE ANY WARRANTY ON BEHALF OF DRONESENSE TO ANY USER CONCERNING THE SERVICE.

## **8. CONFIDENTIALITY.**

**8.1. Definition.** “**Confidential Information**” means any proprietary information, customer information, product plans, inventions, technical data, trade secrets, know-how, or other business information, in each case disclosed by a disclosing party hereunder. Except as otherwise provided for herein, DroneSense's Confidential Information includes, without limitation, each Platform Element, any DroneSense software comprising the same (if applicable), and the terms and conditions of this Agreement. Customer's Confidential Information includes, without limitation, the Data.

**8.2. Exclusions.** Notwithstanding Subsection 8.1, nothing received by a receiving party shall be construed as Confidential Information which: (a) is now available or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is known to the receiving party prior to such disclosure; or (d) is, at any time, developed by the receiving party independent of any such disclosure(s).

**8.3. Non-Use and Non-Disclosure.** The receiving party shall not disclose the disclosing party's Confidential Information to any third party (other than as set forth herein) and may only use the disclosing party's Confidential Information for the intended business purpose related to this Agreement and for the benefit of the disclosing party or as expressly set forth herein. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care as for their own confidential information of like importance, but shall at least use reasonable care. It is understood that said Confidential Information shall remain the sole property of the disclosing party unless otherwise expressly set forth herein.

**8.4. Disclosure Required by Law.** Notwithstanding Subsection 8.3 above, a receiving party may disclose the other party's Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized



government agency, provided that the receiving party must give the disclosing party prompt written notice and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure.

## **9. LIMITATION OF LIABILITY AND REMEDIES.**

**9.1. NO LIABILITY FOR THIRD PARTIES.** DRONESENSE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO THIRD- PARTY ELEMENTS. CUSTOMER'S SOLE REMEDIES WITH RESPECT THERETO SHALL BE BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER.

**9.2. DISCLAIMER OF DAMAGES.** EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 4 ("CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES"), 8 ("CONFIDENTIALITY") OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

**9.3. MAXIMUM LIABILITY.** EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 4 ("CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES"), 6 ("PAYMENT"), 8 ("CONFIDENTIALITY") OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) IN THE AGGREGATE EXCEED THE FEES RECEIVED BY DRONESENSE HEREUNDER.

**9.4. Allocation of Risk.** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and voluntary allocation between them of the risk associated with Customer's use of the Platform and, but for this provision, DroneSense would not have made the Service available to Customer hereunder. DroneSense's compensation reflects such allocations, and the limitations and exclusions will apply notwithstanding the failure of essential purpose of any limited remedy contained herein.

## **10. INDEMNIFICATION.**

**10.1. By DroneSense.** DroneSense shall defend Customer from and against any claim, demand, or action in any form brought by a third party against Customer, and indemnify and hold Customer harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in any settlement, in each case to the extent arising from or related to any allegation that any Platform Element, as provided to Customer and used

within the scope of this Agreement), infringe any U.S. patent, copyright, or trade secret. Notwithstanding the foregoing, DroneSense will have no liability for any infringement claim of any kind if the claim results from: (a) modifications made other than by DroneSense; (b) unauthorized or unlicensed use; (c) any Third Party Elements; (d) the combination, operation or use of any Platform Element with equipment, devices or software not supplied by DroneSense, to the extent such a claim would have been avoided if the Platform Element was not used in such combination; (e) use of information, materials, Content, Data, or marks provided to DroneSense; or (f) or compliance by DroneSense with designs, plans or specifications furnished by or on behalf of Customer.

**10.2. By Customer.** To the extent allowed by law, Customer shall defend DroneSense from and against any claim, demand, or action in any form brought by a third party against DroneSense, and indemnify and hold DroneSense harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in any settlement, in each case to the extent arising from or related to: (a) unauthorized, negligent or illegal use of the Platform, or any hardware used in conjunction with the Platform, such as, but not limited to, unmanned aerial systems ("**Customer Hardware**"), by Customer or any User; (b) any Content or Data provided by Customer or a User, or (c) personal injury, property damage or loss of life caused by Customer Hardware.

**10.3. Rights Upon Infringement.** If Customer's use of the Platform is, or in DroneSense's opinion is likely to be, enjoined due to the type of infringement specified in Subsection 10.1 above, DroneSense may, at its sole option and expense: (a) procure for Customer the right to continue using the same under the terms of this Agreement; (b) replace or modify the same so that it is non-infringing; or (c) if options (a) and (b) above cannot be accomplished despite DroneSense's reasonable efforts, then DroneSense may terminate Customer's rights and DroneSense's obligations hereunder and refund a pro-rata portion of any pre-paid Fees paid therefor, based upon Customer's use to date.

**10.4. Conditions Precedent.** The indemnifying party will have no obligation under this Section as to any claim, suit, or proceeding unless: (a) the indemnified party promptly notifies the indemnifying party in writing of such claim, suit, or proceeding; (b) the indemnifying party has sole control of its defense and settlement; and (c) the indemnified party, upon request of the indemnifying party, cooperates in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnifying party keeps the indemnified party informed of and consults with the indemnified party in connection with the progress of such litigation or settlement; and (c) the indemnified party may choose to participate in the defense or settlement of the claim at its own expense.

10.5. **Sole Remedy.** The provisions of this Section set forth DroneSense's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of any industrial or intellectual property rights of any kind.

## **11. TERM AND TERMINATION.**

11.1. **Term.** This Agreement will commence on the Effective Date and unless terminated as set forth herein, will continue for so long as a Subscription is still in effect hereunder.

11.2. **Subscription Renewals and Renewal Pricing.** Unless one party notifies the other of its intention not to renew not less than thirty (30) days prior to the end of the initial term of a Subscription or at the end of a renewal term, such Subscription shall automatically renew for successive periods (each successive period of equivalent length as the initial term) following the initial term specified on the applicable Order at the rate specified in the Order, or if none is specified, at DroneSense's then-current pricing. The initial term and any and all renewal terms shall be the "**Term**" of the applicable Subscription.

11.3. **Additional Subscriptions.** Customer may add Subscriptions at any time during the Term by submitting an additional Order, such additional subscriptions to run coterminous with the applicable Subscription Term. Upon acceptance of such Order by DroneSense, Customer will pay for the applicable fees for such Subscriptions at the prices then in effect under this Agreement on a pro-rata basis based upon the time remaining in the current Term. Such additional Subscriptions will renew at the end of such Term in accordance with Section 11.2.

11.4. **Termination.** In the event that a party is in breach of the terms of this Agreement applicable to a given Subscription and does not cure such breach within thirty (30) days following notice thereof, then the other party may immediately suspend performance (including delivery and/or access to the applicable Platform Element, in the case of DroneSense) or terminate the applicable Subscription by sending written notice to the breaching party. Unless otherwise expressly specified as applying only to a given Subscription, Customer's obligations under this Agreement shall apply to any and all Subscriptions issued hereunder and an uncured breach thereof shall entitle DroneSense to terminate any and all other Subscriptions and/or this Agreement. Subject to Section 5.2 of this Agreement, upon termination, DroneSense must promptly return any and all Data collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, at the request of the Customer, except for Blind Data.

11.5. **Effect of Expiration or Termination.** Sections 6 (with respect to amounts accrued or payable prior to termination), and 4.3, 4.4, 5, 6, 7.2 and 8-12 shall survive any expiration or termination of this Agreement. All other rights and obligations shall cease and be of no further force or effect.

## 12. GENERAL.

12.1. **Publicity.** At a mutually agreed upon time, the parties may agree to issue a joint press release to announce their relationship, provided that neither party may issue such press releases relating to this Agreement without the prior written approval of the other. During the term of this Agreement, either party may include the name and logo of the other party in lists of customers or vendors and on its website, in accordance with the other party's standard trademark usage guidelines (if any). Customer will act as a reference for DroneSense, except in situations in which the third party is a direct competitor of Customer.

12.2. **Entire Agreement.** This Agreement, including the Orders and any schedules and/or attachments referenced herein or issued hereunder constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersede any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof, provided that with respect to Confidential Information disclosed thereunder this Agreement shall not affect any surviving provision of any NDA or other agreement by and between the parties. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto, or unless and except to the extent Customer accepts a subsequent click-to-accept agreement delivered by DroneSense via the Platform.

12.3. **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements entered into, and to be performed entirely, within Texas between Texas residents. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts applicable to Travis County, Texas, and the parties hereby consent to personal jurisdiction and venue therein. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

12.4. **Relationship of Parties.** The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. DroneSense reserves the right to utilize subcontractors.

12.5. **Attorneys' Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

12.6. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to DroneSense for which monetary damages alone would not be an adequate remedy, and therefore DroneSense shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.7. **Force Majeure.** Neither party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other accidents or catastrophes, or any other occurrences which are beyond such party's control.

12.8. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Platform, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Platform was developed at DroneSense's private expense and is commercial in nature. By using or receiving the Platform, any Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

12.9. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, provided that no consent is required in connection with a merger, reorganization, consolidation, amalgamation, sale of assets or similar transaction. Any purported assignment in violation of this Section shall be null and void. The Agreement shall be binding on all permitted successors and assigns.

12.10. **Severability.** The invalidity or unenforceability of any provision hereof, or any terms thereof, shall not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

12.11. **Waiver.** The failure of either party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

12.12. **Order of Preference.** If there is a conflict between the terms and conditions of this Agreement and any contracts incorporated by reference, they shall have the following precedence: the Order and then the Terms.

12.13. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or in the Order or to such other address as may be specified by either party to the other in accordance with this Section.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division (CJD) for the Volunteer Veterans at Schools in the amount of \$25,932 and amend the budget accordingly.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-656-99-144]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jude Prather/Mike Jones

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

The Commissioners' Court authorized the submittal of the grant application on February 18, 2020. Funds will be used to assist in providing an increase of community engagement between the veterans' population and the school districts within Hays County. Veterans are trained to respond to incidents and will be utilized to provide a sense of protection during peak school hours. No matching funds are required.

Grant Number: 4039301

Grant Period: 10/1/2020-9/30/2021

#### Budget Amendment:

Increase .4301 Intergovernmental Revenues (\$25,932)

Increase .5231 Medical Supplies \$19,000

Increase .5211 Office Supplies \$132

Increase .5391 Miscellaneous \$1,800

Increase .5551 Continuing Education \$5,000

Attachment: Volunteer Veterans at Schools Statement of Grant Award

**Statement of Grant Award (SOGA)**

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

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

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

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

<b>Grant Number:</b>	4039301	<b>Award Amount:</b>	\$25,932.00
<b>Date Awarded:</b>	11/3/2020	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	10/01/2020 - 09/30/2021	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	12/29/2021	<b>Total Project Cost:</b>	\$25,932.00
<b>Program Fund:</b>	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
<b>Grantee Name:</b>	Hays County		
<b>Project Title:</b>	Volunteer Veterans at Schools		
<b>Grant Manager:</b>	Rebecca Moreno		
<b>DUNS Number:</b>	097494884		

<b>CFDA:</b>	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
<b>Federal Awarding Agency:</b>	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
<b>Federal Award Date:</b>	10/1/2018
<b>Federal/State Award ID Number:</b>	2018-DJ-BX-0485
<b>Total Federal Award/State Funds Appropriated:</b>	\$13,448,181.00
<b>Pass Thru Entity Name:</b>	Texas Office of the Governor – Criminal Justice Division (CJD)
<b>Is the Award R&amp;D:</b>	No
<b>Federal/State Award Description:</b>	The purpose of this program is to reduce crime and improve the criminal justice system.



## 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 Jennifer Rodriguez, Bradley Ruoff and Robert Avera to the board of Hays County Emergency Services District #6, term ending December 31, 2022.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SMITH

N/A

#### SUMMARY

Jennifer Rodriguez, Bradley Ruoff and Robert Avera will serve a 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

Approve renewal of IFB 2019-B03 Road Building Materials - Hot Mix with Century Asphalt, Ltd., Texas Materials Group, and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Borcherding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Transportation Department utilizes this contract for Road Building Materials throughout the County as needed.

#### Attachments:

Century Asphalt, Ltd. Renewal  
Texas Materials Group Renewal  
Colorado Materials, Ltd. Renewal



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
*First Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Century Asphalt, Ltd.  
3003 Kilgore Pkwy.  
Baytown, TX 77523

RE: Annual contract renewal

The annual contract for Road Building Materials, IFB 2019-B03 has expired on October 29, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective October 29, 2020 – October 29, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information.  
Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

---

### VENDOR ACKNOWLEDGMENT:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Derek Angel  
Printed Name

\_\_\_\_\_  
Century Asphalt, Ltd.  
Company

\_\_\_\_\_  
11/03/2020  
Date

---

Approved by the Hays County Commissioners Court on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruben Becerra, Hays County Judge



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
**County Auditor**  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
**First Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Colorado Materials, Ltd.  
Po Box 2109  
San Marcos, TX 78667

RE: Annual contract renewal

The annual contract for Road Building Materials, IFB 2019-B03 has expired on October 29, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective October 29, 2020 – October 29, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information.  
Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

---


### VENDOR ACKNOWLEDGMENT:

Signature

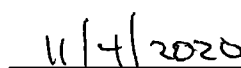
  


Printed Name

Company



Date



---

Approved by the Hays County Commissioners Court on:

Date

Ruben Becerra, Hays C



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
**County Auditor**  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
**First Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Texas Material Group  
1320 Arrow Point Dr. #600  
Cedar Park, TX 78613

RE: Annual contract renewal

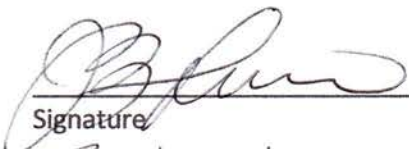
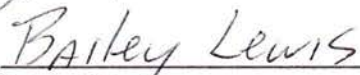
The annual contract for Road Building Materials, IFB 2019-B03 has expired on October 29, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective October 29, 2020 – October 29, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.


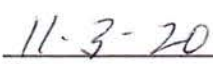
Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information.  
Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

### VENDOR ACKNOWLEDGMENT:

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

  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Date

Approved by the Hays County Commissioners Court on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruben Becerra, Hays County Judge

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve renewal of IFB 2019-B08 Emulsions Oils with Ergon Asphalt & Emulsions, Inc. for one (1) additional year as stated in the original bid, effective October 29, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	BECERRA	N/A

#### SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Transportation Department utilizes this contract for Road Building Materials throughout the County as needed.

##### Attachments:

Ergon Asphalt & Emulsions, Inc.



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
**County Auditor**  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
**First Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Ergon Asphalt & Emulsions, Inc.  
11612 RM 2244, Bldg. 1, Ste. 250  
Austin, TX 78738

RE: Annual contract renewal

The annual contract for Emulsion Oils, IFB 2019-B08 has expired on October 29, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective October 29, 2020 – October 29, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

---

### VENDOR ACKNOWLEDGMENT:

David Stroud  
Signature

David Stroud  
Printed Name

Ergon Asphalt & Emulsions, Inc.  
Company

November 3, 2020  
Date

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Approved by the Hays County Commissioners Court on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruben Becerra, Hays C

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Juvenile Detention Center to purchase a \$3,491.60 replacement 6 Gallon Compact Booster Water Heater and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	\$3,492

#### LINE ITEM NUMBER

070-685-00.5719\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The water heater for the Juvenile Center kitchen area is no longer functional and is cost prohibitive to repair. Funds are available within the JDC operating budget for this expense.

Attachment: Grainger Quote #2045659850  
TxMas Contract #18-51V06

Budget Amendment:  
Decrease Medical Insurance .5160\_400  
Increase Misc. Equipment\_Operating .5719\_400





# Customer Quotation.

**Ship To:**

HAYS COUNTY

2250 CLOVIS BARKER RD  
SAN MARCOS, TX 78666-4006  
US  
Shipper Account:

Grainger TXMAS Contract Number  
TXMAS 18-51V06

**Information**

Grainger Quote Number	2045659850
Print Date	10/16/2020
Customer Account	812436566
Department Number	
Contact Name	JESSE MANCIAS
Contact Phone	5123935220
Contact Fax	
Contact Email	jesse.mancias@co.hays.tx.us
Requested by	John Marshall
Requestor Phone No.	
Requestor Fax	
Requestor Email	John.Marshall@grainger.com

**eQuote Information:**

Quote 2045659850 has been delivered to Grainger websites and Jesse Mancias has been notified via email that the quote is available for on-line purchasing.

**Comments:** Prior authorization is required for ALL returns; product must be new/unused and in original packaging. All returns may be subject to a restocking fee, assessed by the supplier upon inspection. Customer is responsible for return-shipping costs.

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	6 GALLON COMPACT BOOSTER WATER HEATER Mfr Brand Name HATCO Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 11/15/2020 Taxable: NO	C-24 480/3	10	1	EA	3,491.60	3,491.60

Total Sell Price in USD 3,491.60

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep. or Grainger branch listed below for questions, order placement or to submit a new request. **Return Policy: Please contact Grainger before returning any product. All returns are subject to the manufacturer's return policy. Special Order items may not be returnable. Restocking fees may apply.**

Thank You!  
Call or visit us at  
827 Fisher Drive  
Waterloo, IA 50701  
www.grainger.com  
(800)472-4643

## 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 General and No Litigation Certificates of Hays County related to the issuance of bonds by Capital Area Housing Finance Corporation for Redwood Apartments and Legacy Senior Residences II.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

N/A

#### SUMMARY

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



October 14, 2020

Mark Kennedy  
Hays County General Counsel  
Hays County Courthouse  
111 E. San Antonio Street, Suite 202  
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation  
Multifamily Housing Revenue Bonds  
(Redwood Apartments), Series 2020

Dear Mr. Kennedy:

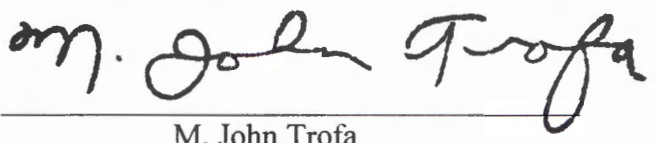
The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please have both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, November 13, 2020.

CAPITAL AREA HOUSING FINANCE  
CORPORATION

By   
M. John Trofa  
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

## GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Redwood Apartments)" issued in one or more series (the "*Bonds*").

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

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

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

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

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

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By \_\_\_\_\_  
Judge Ruben Becerra

ATTEST

By \_\_\_\_\_  
General Counsel, Hays County

DATED: \_\_\_\_\_  
[TO BE DATED BY ATTORNEY  
GENERAL OF THE STATE OF TEXAS]





October 14, 2020

Mark Kennedy  
Hays County General Counsel  
Hays County Courthouse  
111 E. San Antonio Street, Suite 202  
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation  
Multifamily Housing Revenue Bonds  
(Legacy Senior Residences II), Series 2021

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$30,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

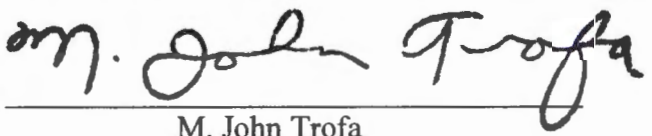
In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Ruben Becerra as the County Judge of the County of Hays. I have included below for your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

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**



Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, November 13, 2020.

CAPITAL AREA HOUSING FINANCE  
CORPORATION

By   
M. John Trofa  
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

## GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Legacy Senior Residences II)" issued in one or more series (the "*Bonds*").

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

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

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

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

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

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By \_\_\_\_\_  
Judge Ruben Becerra

ATTEST

By \_\_\_\_\_  
General Counsel, Hays County

DATED: \_\_\_\_\_  
[TO BE DATED BY ATTORNEY  
GENERAL OF THE STATE OF TEXAS]

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a First Amendment to the Padilla Consultation Agreement between Hays County and myPadilla.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

See attached material. The current Agreement with myPadilla was set to terminate on September 30, 2020, in line with the then-current grant period. The grant associated with this Agreement was further extended and myPadilla continued to provide the services under the grant through the month of October. As such, the First Amendment amends the termination date from September 30, 2020 to October 31, 2020.

**FIRST AMENDMENT TO THE PADILLA CONSULTATION  
AGREEMENT BETWEEN HAYS COUNTY AND MYPADILLA  
(Effective October 1, 2020)**

This First Amendment, effective October 1, 2020 (this "Amendment"), to the Padilla Consultation Agreement Between Hays County and myPadilla, dated October 30, 2019, as amended (the "Agreement") is by and between myPadilla, fiscally sponsored by FJC: A Foundation of Philanthropic Funds, a 501(c)(3) nonprofit organization, ("myPadilla"), and Hays County, Texas ("County").

**WHEREAS**, the Parties wish to amend Section VI (Term of the Agreement) of the Agreement; and

**WHEREAS**, in accordance with Section XIII (Entire Agreement; Amendment), the Parties desire to amend the Agreement to memorialize such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION VI OF AGREEMENT.** The Agreement shall be amended by deleting the language stricken through below and incorporating the language underlined below:

This Agreement is effective as of the date of signature and terminates ~~September 30, 2020~~ October 31, 2020, unless otherwise extended in writing by both parties.

Both parties agree that either party may terminate this agreement for convenience and without cause with a thirty (30) day written notice to the contacts listed in the Notice section below.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**HAYS COUNTY, TEXAS**

**MYPADILLA**

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

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

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

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

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

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

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

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

**PADILLA CONSULTATION AGREEMENT BETWEEN  
HAYS COUNTY AND MYPADILLA**

**STATE OF TEXAS** §

**COUNTY OF HAYS** §

**SECTION I. PARTIES TO THE AGREEMENT**

This Padilla Consultation Agreement between Hays County and myPadilla (hereinafter referred to as the “Agreement”) is made and entered into by the County of Hays, a political subdivision of the State of Texas, (hereinafter referred to as “County”) and myPadilla, fiscally sponsored by FJC: A Foundation of Philanthropic Funds, a 501(c)(3) nonprofit organization, (hereinafter referred to as “myPadilla”). The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

**SECTION II. PERFORMANCE**

myPadilla shall provide remote consultations to criminal defense attorneys representing indigent defendants in all counties in the 3<sup>rd</sup> Administrative Judicial Region (excluding Travis County) to help ensure compliance with *Padilla v. Kentucky*, 559 U.S. 356 (2010). These services shall only be provided to indigent clients (not non-indigent clients) and pursuant to the Technical Support Grant Application (“Grant”) for “Remote Padilla Consultation Project” (“Project”) submitted by Hays County to the Texas Indigent Defense Commission (“TIDC”), attached hereto and incorporated herein as **Exhibit A**. Said Grant was awarded by the TIDC at its meeting on August 29, 2019 as Grant Number 19-TS-105 and accepted by Hays County in the Statement of Grant Award signed September 24, 2019 (“Grant Award”), attached hereto and incorporated herein as **Exhibit B**.

**SECTION III. OBLIGATIONS OF myPADILLA**

- a) Conduct training and outreach to criminal defense attorneys and other stakeholders in the twenty-six (26) counties covered by the Grant.
- b) Make available, to criminal defense attorneys representing indigent defendants in the participating counties, an online portal for requesting *Padilla* consultations.
- c) Through its network of qualified *Padilla* attorneys, provide *Padilla* advice to criminal defense attorneys within ten (10) calendar days of receipt of all required information, or by the date requested, whichever is later.



- d) Produce monthly invoices to Hays County reflecting services provided pursuant to the Grant in the following categories as described in the budget submitted with the Technical Support Grant Application: remote *Padilla* attorney time; insurance (malpractice and other); software; training and outreach.
- e) Assist in compliance reporting required by TIDC, including: (a) providing Hays County the information necessary for its quarterly progress reports to TIDC as described in the Grant Award; (b) drafting a written report at the conclusion of the Grant period as described in the Technical Support Grant Application.
- f) Maintain strictly confidential the information provided to and by myPadilla in fulfillment of this Agreement.

#### **SECTION IV. OBLIGATIONS OF HAYS COUNTY**

- a) Serve as the county administrative home for the Project and provide staff, time, and resources required for compliance with the terms of the Technical Support Grant Application and Grant Award. Hays County will not require participating counties to enter into Interlocal Agreements in order for this Agreement to be in effect.
- b) Receive, and promptly pay, monthly invoices provided by myPadilla, not to exceed \$326,400. Hays County will then seek reimbursement from the TIDC pursuant to the terms of the Grant Award. In order to issue payments, Hays County will not require myPadilla or any other person or entity to provide or produce privileged attorney-client communication or otherwise confidential information. Hays County will issue payments by check made payable to "FJC" with "myPadilla" in the subject line by mail to FJC, Attention: Fiscal Sponsorship Program, 520 8th Avenue, 20th Floor, New York, NY 10018.
- c) Endeavor to facilitate the use of myPadilla by criminal defense attorneys receiving appointments in participating counties.
- d) Monitor the Agreement and, if myPadilla's performance does not meet the operational or performance terms of the Agreement, allow for a thirty (30)-day remediation period during which myPadilla may seek to cure any breach or default. If such breach or default is not cured within the thirty (30)-day remediation period, Hays County may terminate this agreement immediately upon the expiration of said thirty (30)-day remediation period.

Hays County further agrees that myPadilla shall be responsible for directing the development of the Remote Padilla Consultation Program and that myPadilla has the sole right to control and direct the means, manner, and method by which the services described in the Technical Support Grant Application to TIDC will be performed.

## **SECTION V. JOINT OBLIGATIONS**

- a) Jointly develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program as required by the Grant Award. The written plan of operations is due with the first quarterly progress report on January 15, 2020.
- b) This Agreement and its performance do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Neither party has the power or authority to bind or obligate or commit the other to a third party in any manner.

## **SECTION VI. TERM OF AGREEMENT**

This Agreement is effective as of the date of signature and terminates September 30, 2020, unless otherwise extended in writing by both parties.

Both parties agree that either party may terminate this agreement for convenience and without cause with a thirty (30) day written notice to the contacts listed in the Notice section below.

## **SECTION VII. NOTICE**

Any and all notices in relation to this Agreement shall be mailed to the following contacts:

### **HAYS COUNTY**

Hays County  
Attn: Hays County Judge  
111 East San Antonio Street, Suite 300  
San Marcos, Texas 78666

### **MYPADILLA**

myPadilla  
Attn: Julie Wimmer  
P.O. Box 49727  
Austin, TX 78765

## **SECTION VIII. COMPLIANCE WITH LAWS**

myPadilla shall comply with all applicable laws, ordinances, codes, and regulations of the State, local, and federal governments.

## **SECTION IX. LEGAL AUTHORITY**

- a) myPadilla assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or actions passed or taken giving myPadilla legal authority to enter into this Agreement and perform the services myPadilla has obligated itself to perform under this Agreement.
- b) The person or persons signing this Agreement on behalf of myPadilla warrant and guarantee to having been duly authorized by myPadilla to execute this Agreement on behalf of myPadilla to validly and legally bind myPadilla to all terms, performances, and provisions herein set forth.

- c) The County shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is any dispute as to the legal authority of either myPadilla or the person signing this Agreement to enter into this Agreement.

**SECTION X. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any lawsuit, claim, or other action arising from or in relation to this Agreement shall be brought in Hays County, Texas.

**SECTION XI. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

**SECTION XII. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits, and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

**SECTION XIII. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by both parties to this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS OUR HANDS EFFECTIVE THIS 30 OF October, 2019.

**MYPADILLA**

*Julie D Wimmer*

Signature

Julie Wimmer

Type or print name

Attorney

Title

**COUNTY OF HAYS**



Ruben Becerra

County Judge

County of Hays

# Exhibit A



## Technical Support Application Form

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

<b>Project Name:</b>	<b>Time Period:</b>
Remote Padilla Consultation Project	September 2019-August 2020

### Brief Description:

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

### Issue to Be Addressed:

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

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



**Proposed Project to Address Problem:**

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

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

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

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

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

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

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

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

**Specific Assistance Needed from the Task Force:**

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

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

<sup>1</sup> Fiscally sponsored by FJC, a 501(c)(3).

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

The project is otherwise supported during the pilot period by:

- (1) an anonymous funder (\$87,000)
- (2) Harvard Law Public Service Venture Fund (\$80,000)
- (3) Skadden Flom Incubator Grant (\$10,000)

### **Summary Report**

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

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

Budget

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

1. The above requested technical support is subject to approval by the Commission.
2. This application does not constitute an agreement until approved and accepted by all parties.
3. Commission reimbursement will only be made for expenses incurred during the period indicated in this request but in no case may it be for expenses prior to the beginning of this agreement or after the end date agreed in writing with the Commission.
4. The county may not obligate Commission funds or staff without a specific written agreement.
5. Disbursement of funds is always subject to the availability of funds.

  
Signature

7-30-2019  
Date

Ruben Becerra  
Printed Name

Hays County Judge  
Title



## Exhibit B



September 13, 2019

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 Andrew Murr  
Honorable Sherry Radack  
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:  
Mr. Alex Bunin  
Honorable Valerie Covey  
Honorable Richard Evans  
Honorable Missy Medary  
Mr. Gonzalo Rios

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: FY2020 Technical Support Grant # 19-TS-105

Dear Judge Becerra:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a **FY2020 Technical Support Grant** in the amount of **\$342,720** for the **Regional Padilla Compliance Pilot Project**. Your Statement of Grant Award for fiscal year 2020 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to [ecolfax@tidc.texas.gov](mailto:ecolfax@tidc.texas.gov) on or before **October 1, 2019**. You do not need to mail a copy.

Congratulations to Hays County on developing 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's Grant Manager, at (512) 463-2508.

Sincerely,

Sharon Keller  
Chair, Texas Indigent Defense Commission  
Presiding Judge, Court of Criminal Appeals

Copy:

Marisol Alonzo, Hays County Auditor: [marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)  
Julie Wimmer, [jwimmer@gmail.com](mailto:jwimmer@gmail.com)

Texas Indigent Defense Commission  
209 West 14<sup>th</sup> Street, Room 202 • Austin, Texas 78701  
[www.tidc.texas.gov](http://www.tidc.texas.gov)  
512.936.6994



**Statement of Grant Award  
FY2020 Technical Support Grant**

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

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by October 1, 2019. 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 - Salaries (FTEs: 0)</b>	
<b>2) Fringe Benefits</b>	
<b>3) Travel and Training</b>	
<b>4) Equipment</b>	
<b>5) Supplies</b>	
<b>6) Contract Services</b>	\$326,400
<b>7) Indirect Costs</b>	\$16,320
<b>Total Proposed Costs</b>	\$342,720
<b>Less County Match</b>	0
<b>Total Amount Funded by Commission</b>	\$342,720

**Standard Grant Conditions:**

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

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

A handwritten signature in black ink, appearing to read 'Ruben Becerra', is written over a horizontal line.

Signature of Authorized Official

Ruben Becerra, Hays County Judge

Name & Title

September 24, 2019

Date

## **Attachment A**

### **Terms and Conditions**

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

- The budget in the Statement of Grant Award is based on costs for a full 12-month period. If the County has a delayed start, the County may request an extension of the grant term to allow access to the full 12 months of funding.
- The county must develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program. The plan of operations is due with the 1st quarterly progress report.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

**Original Grant application below**

---

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve renewal of IFB 2019-B04 Road Building Materials - Cold Mix with Vulcan Construction Materials, LLC. and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	BECERRA	N/A

#### SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Transportation Department utilizes this contract for Road Building Materials throughout the County as needed.

##### Attachments:

Vulcan Construction Materials, LLC. Renewal  
Colorado Materials, Ltd. Renewal



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
*First Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Vulcan Construction materials, LLC.  
PO Box 791550  
San Antonio, TX 78279

RE: Annual contract renewal

The annual contract for Road Building Materials – Cold Mix, IFB 2019-B04 has expired on October 29, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective October 29, 2020 – October 29, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information.  
Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

---

### VENDOR ACKNOWLEDGMENT:

  
\_\_\_\_\_  
Signature

Stacy Wheaton  
\_\_\_\_\_  
Printed Name

Vulcan Construction Materials, LLC  
\_\_\_\_\_  
Company

11/4/2020  
\_\_\_\_\_  
Date

---

Approved by the Hays County Commissioners Court on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruben Becerra, Hays C



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
*First Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Colorado Materials, Ltd.  
Po Box 2109  
San Marcos, TX 78667

RE: Annual contract renewal

The annual contract for Road Building Materials, IFB 2019-<sup>B04</sup>~~B03~~ has expired on October 29, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective October 29, 2020 – October 29, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

---

VENDOR ACKNOWLEDGMENT:

  
Signature

Brandon  
Printed Name

Colorado Materials, Ltd.  
Company

November 3, 2020  
Date

---

Approved by the Hays County Commissioners Court on:

Date

Ruben Becerra, Hays C

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the cancellation of the Hays County Commissioners Court on December 15, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

N/A

#### SUMMARY

The Auditor's Office has been notified of this cancelation.



## 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 \$16,782.25 Proposal with Conference Technologies, Inc. related to the Electronic Docket x6 System for the District Courts as approved in the FY21 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 10, 2020	\$16,782

#### LINE ITEM NUMBER

100-608-00.5712\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Gary Steel	SHELL	N/A

#### SUMMARY

The District Courts were approved to purchase the Electronic Docket System during the FY21 budget process. This system will provide a multimedia platform in order for the court dockets to display for public monitoring within the Government Center. Procurement is met through the cooperative purchasing program with The Interlocal Purchasing System (TIPS).

Attachment: Conference Technologies, Inc. Proposal  
TIPS Contract #171001



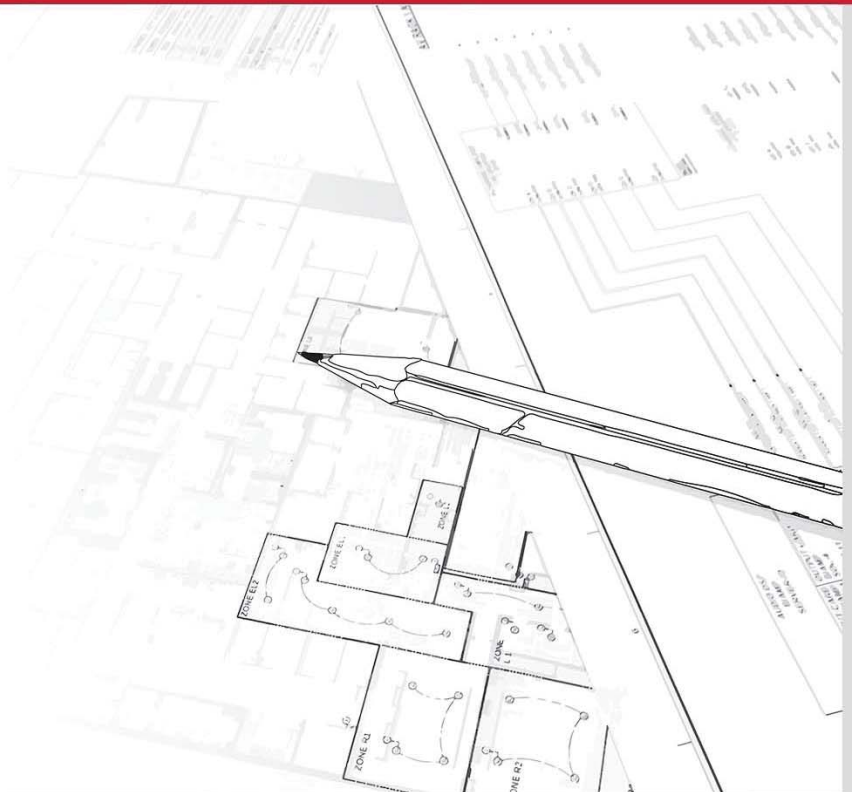
# PROPOSAL

## Hays County Government Center

Level 3 - District Courts - Electronic Docket x6

### PREPARED BY

John Powell  
Design Consultant



# Overview and Goals

**At Conference Technologies, Inc., we ensure our technology, processes, and people are the most knowledgeable and efficient resource to serve you as your solutions partner.**

Dear David Junkin,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service.

Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

John Powell  
Design Consultant  
Conference Technologies, Inc.  
281-377-6794  
[jpowell@conferencetech.com](mailto:jpowell@conferencetech.com)

# Scope of Work

**Proposal Number:** J20190023

**Proposal Date:** 11/02/2020

**Prepared for:** Hays County Government Center

**Attn:** David Junkin

**Phone:** (512) 648-9595

**Email:** [david.junkin@co.hays.tx.us](mailto:david.junkin@co.hays.tx.us)

**Prepared by:** John Powell

**Phone:** 281-377-6794

**Email:** [jpowell@conferencetech.com](mailto:jpowell@conferencetech.com)

**Bill to:** Hays County Government Center

,

**Ship to:** Hays County Government Center

,

# Timeframe

To complete the work outlined in the project scope, we will need approximately 6 weeks from proposal acceptance. A project manager will be assigned to communicate with you at critical milestones. Upon notice to proceed, we will begin your project plan immediately.

Phase	Week
Notice to Proceed & Project Kickoff	1
Engineering	2
Procurement	3
Programming & Rack Fabrication	4
Onsite Installation	5
Commissioning & Training	6

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

Description	Price
Equipment	\$9,352.94
Implementation Services	\$6,914.90
Freight	\$514.41
Subtotal	\$16,782.25
Tax	\$0.00
<b>Grand Total</b>	<b>\$16,782.25</b>

## Recommended

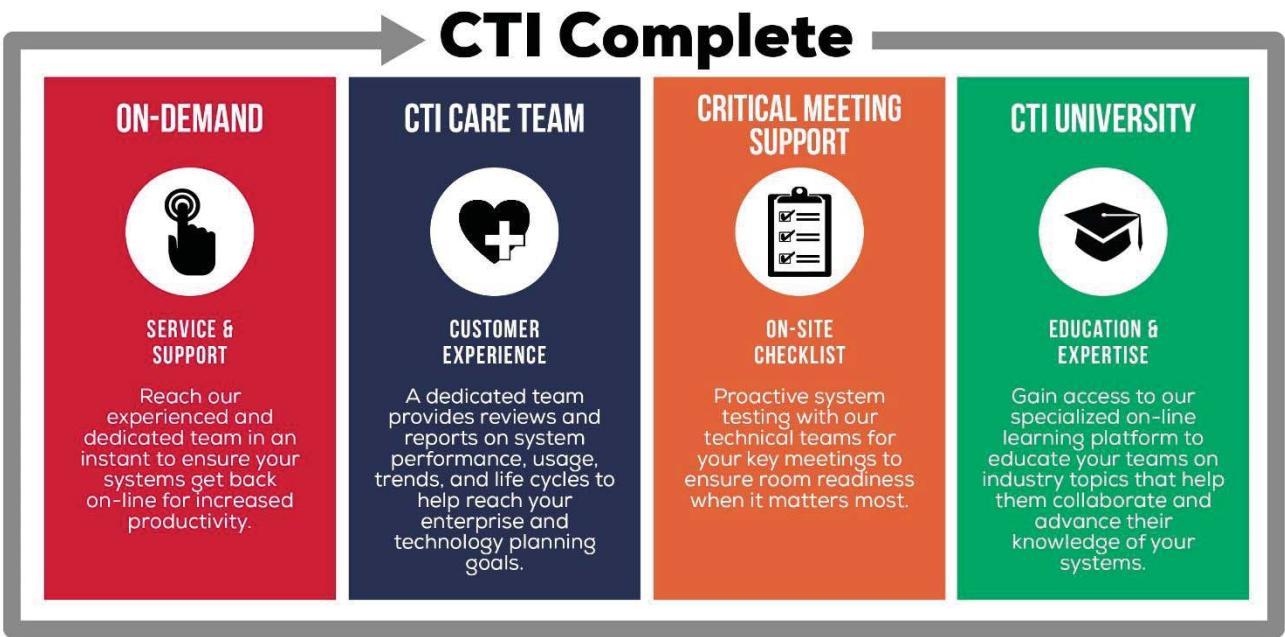
Description	Price
2 Additional Years CTI Complete Service Agreement	\$1,356.90
4 Additional Years CTI Complete Service Agreement	\$2,713.79

## Down Payment Requirements

Terms are 60/40 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## One-time Set up Fee for Docket Vision

Manufacturer		P/N	Description	Qty	Unit Price	Ext. Price
General: \$935.29						
1	AdGator		1x Set-Up Fee Pricing – design, configuration, implementation, training	1	\$935.29	\$935.29



# Bill of Materials

## 3 Year Full Service and Support Agreement (paid annually)

Manufacturer		P/N	Description	Qty	Unit Price	Ext. Price
General: \$3,352.94						
1	AdGator		Full Service and Support Agreement (paid annually) - 3 Years	1	\$3,352.94	\$3,352.94

# Bill of Materials

## Hardware and Equipment Pricing

Manufacturer		P/N	Description	Qty	Unit Price	Ext. Price
General: \$5,064.71						
1	AdGator		SNCA Wired CAT 5 Media Player	7	\$723.53	\$5,064.71

# Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

## Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for fourteen (14) days.

## Installation Description and Requirements

Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

## Provided by Others

Electrical requirements are to be provided by others unless specifically included in Conference Technologies, Inc. Scope of Work.

## Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of Hays County Justice Center for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

# Next Steps

1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
2. If you have questions about the process as we move forward, please contact me at [clawson@conferencetech.com](mailto:clawson@conferencetech.com) or 281-377-6794.
3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

---

Customer Signature

---

Printed Name

---

Title

---

Date

---

CTI Signature

---

Printed Name

---

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

Approve renewal of IFB 2020-B02 Hauling Solid Waste with Central Waste & Recycling and Texas Disposal Systems for one (1) additional year as stated in the original bid, effective November 5, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Tammy Crumley

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Countywide Operations Department utilizes this contract for hauling solid waste throughout the County as needed.

#### Attachments:

Central Waste & Recycling Renewal  
Texas Disposal Systems Renewal



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
**County Auditor**  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
**First Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 2, 2020

Central Waste & Recycling  
2301 W. Whitestone Blvd. Ste. E1  
Cedar Park, TX 78613

RE: Annual contract renewal

The annual contract for Hauling Solid Waste, IFB 2020-B02 will expire on November 5, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective November 5, 2020–November 4, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information.  
Thank you.

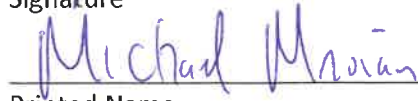
Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

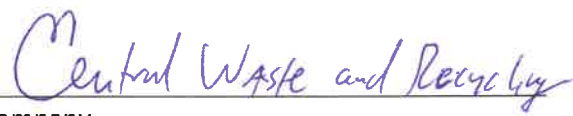
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### VENDOR ACKNOWLEDGMENT:

Signature

  
Printed Name

Company

  
11-5-2020  
Date

---

Approved by the Hays County Commissioners Court on:

Date

Ruben Becerra, Hays C



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2271

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie Dorsett  
*First Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 4, 2020

Texas Disposal Systems, Inc.  
PO Box 17126  
Austin, TX 78760

RE: Annual contract renewal



The annual contract for Hauling Solid Waste, IFB 2020-B02 will expire on November 5, 2020. This letter will serve as official notice that Hays County would like to exercise our 1<sup>st</sup> option to renew the existing contract for one (1) additional year effective November 5, 2020–November 4, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.



Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you have any questions or need additional information.  
Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

VENDOR ACKNOWLEDGMENT:

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

  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Date

Approved by the Hays County Commissioners Court on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruben Becerra, Hays C

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Amendment #2 to the contract between Hays County and HNTB Corporation to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 10, 2020	\$1,450,000.00

#### LINE ITEM NUMBER

Road Bond Fund (035) and Road and Bridge Fund (020)

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4) for program management professional services.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	SHELL	JONES

#### SUMMARY

This action would amend the current HNTB contract, assigned April 1, 2020, by increasing the Compensation Cap and extending the time six-months through March 31, 2021. The GEC is responsible for managing the development and implementation of the 2016 Road Bond Program projects, including preliminary engineering, environmental clearance, right-of-way determination and acquisition, utility relocation, construction engineering, and construction management where appropriate. The GEC is also responsible for coordination with the Texas Department of Transportation (TxDOT) and the Capital Area Metropolitan Planning Organization (CAMPO) on project scheduling, financing/funding, grant opportunities, and other matters where appropriate. The GEC is also responsible for consultant contract and work authorization management, and invoice processing, and providing on-going coordination with the County's Transportation Department.



**CONTRACT AMENDMENT NO. 2**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR PROGRAM MANAGEMENT -**  
**GENERAL ENGINEERING SERVICES**

**HAYS COUNTY 2016 ROAD BOND PROGRAM:**  
**General Engineering Consultant (GEC) – Program Management, Planning, Design and**  
**Construction Management/Inspection Services**

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for General Engineering Consultant (GEC) – Program Management, Planning, Design and Construction Management/Inspection Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 11, 2017 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,500,000.00 and was amended to \$5,000,000.00 on September 10, 2019 through Contract Amendment No. 1; and,

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

WHEREAS, the contract for engineering services between Hays County, Texas and Prime Strategies, Inc. was assigned to HNTB Corporation on April 1, 2020; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$5,000,000.00 to \$6,450,000.00.

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

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

GEC:

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

Michelle Dippel  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

10/23/2020  
\_\_\_\_\_  
Date

COUNTY:

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

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

\_\_\_\_\_  
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

Discussion and possible action to approve an Advance Funding Agreement for Voluntary Utility Relocation Contributions on State Highway Improvement Projects relating to the FM 110 North Project and authorize the County Judge to execute the Advanced Funding Agreement on behalf of the County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 10, 2020	\$717,166.55

#### LINE ITEM NUMBER

033-801-96-513.5623\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	INGALSBE	N/A

#### SUMMARY

The FM 110 North project is an element of the Hays County-TxDOT Partnership Program that would improve safety and mobility in eastern Hays County and address projected traffic needs in this growing portion of the County. Hays County has moved forward with project development of the FM 110 North project, including environmental clearance, right of way acquisition, utility coordination and construction design, and the Texas Department of Transportation (TxDOT) will be responsible for the advertisement, letting and construction management of the project. The Maxwell Special Utility District (Maxwell SUD) owns and operates a water line which is in conflict with the FM 110 North project, and based on agreements between Hays County and Maxwell SUD, the relocation costs of the water line are 100% reimbursable. TxDOT and Maxwell SUD have determined that it is more economical or efficient for the relocation of the water line to be joint bid with the construction of the FM 110 North project. The Advance Funding Agreement (AFA) would memorialize the roles and responsibilities of TxDOT, Hays County and Maxwell SUD. The estimated construction costs of the water line relocation which are addressed in this AFA and which are the responsibility of Hays County are \$717,166.55. The FM 110 North project is estimated to be let by TxDOT in Summer 2021.



A Resolution of the Hays County Commissioners Court  
Approving an Advance Funding Agreement for Voluntary Utility Relocation  
Contributions on State Highway Improvement Projects

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, the FM 110 North project is an element of the Hays County-TxDOT Partnership Program that would improve safety and mobility in the eastern region of Hays County and address projected traffic demands in this growing portion of the County; and

**WHEREAS**, Hays County has moved forward with project development of the FM 110 North project, including environmental clearance, right of way acquisition, utility coordination and construction design; and

**WHEREAS**, the Texas Department of Transportation (TxDOT) will be responsible for the advertisement, letting and construction management of the FM 110 project; and

**WHEREAS**, the Maxwell Special Utility District (Maxwell SUD) owns and operates a water line which is in conflict with the FM 110 North project; and

**WHEREAS**, based on earlier agreements between Hays County and Maxwell SUD, the relocation costs of the water line are 100% reimbursable; and

**WHEREAS**, TxDOT and Maxwell SUD have determined that it is more economical or efficient for the relocation of the water line to be joint bid with the construction of the FM 110 North project; and

**WHEREAS**, the Advance Funding Agreement would memorialize the roles and responsibilities of TxDOT, Hays County and Maxwell SUD;

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

- (a) That the Commissioners Court of Hays County does hereby approve the Advance Funding Agreement for Voluntary Utility Relocation Contributions on State Highway Improvement Projects 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

20201110FM110NTxDOTCountyMxswellAFAResolutionCLEAN.docx

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION  
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation (“State”), Maxwell Special Utility District (“Utility”), and Hays County, Texas, acting by and through its duly authorized officials (the “Local Government”). The State, Local Government, and Utility shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

**WHEREAS**, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

**WHEREAS**, the State and the Local Government executed a Local Transportation Project Advance Funding Agreement (“LPAFA”) 3545-01-005, 3545-02-007, 3545-02-008, 3545-02-009, 3545-03-003, 3545-03-004 on July 9th of 2014 to effectuate their agreement for the purpose of funding and developing the FM 110 projects, and the adjustment of utility will be provided by Local Government according to Article 6 of the LPAFA; and

**WHEREAS**, Texas Transportation Commission Minute Order Number 115291 authorizes the State to undertake and complete a highway improvement generally described as: construct new two-lane roadway and shoulders on FM 110 from SH 80 to SH 21; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by order, resolution or ordinance dated October 29, 2019, which is attached to and made a part of this Agreement as Attachment C; and

**WHEREAS**, Utility possesses facilities that are affected by the above-mentioned highway improvement and Utility and the State agree that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State, the Local Government, and Utility do agree as follows:

## **AGREEMENT**

### **1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State, the Local Government, and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

### **2. Project Funding and Work Responsibilities**

- A.** The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and the Local Government has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Local Government shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.
- B.** If the Utility performs any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

### **3. Termination**

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of all parties;
  2. By either party upon the failure of one or more party to fulfill the obligations set forth in this agreement; or
  3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

### **4. Right of Access**

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **5. Adjustments Outside the Project Site**

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **6. Responsibilities of the Parties and Indemnity**

Utility and the Local Government acknowledge that they are not an agent, servant, employee of the State, nor are they engaged in a joint enterprise, and are is responsible for their own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility and the Local Government agree to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

### **7. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility, the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.



## 8. Successors and Assigns

The State, the Local Government, and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

## 9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

## 10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

## 11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

## 12. Notices

All notices to any party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	Utility:	State:
Hays County Judge	General Manager	Director of Contract Services
County of Hays	Maxwell Special Utility District	Texas Department of Transportation
111 East San Antonio, Suite 300	216 Main Street	125 E. 11 <sup>th</sup> Street
San Marcos, TX. 78666	Maxwell, Texas 78656	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address

by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**13. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**14. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**15. Access to Information**

The Utility and Local Government are required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Each party is signing this agreement on the date stated under that party's signature.

**THE UTILITY**

\_\_\_\_\_  
Justin Ivicic

Maxwell Special Utility District – General Manger  
Title

\_\_\_\_\_  
Date

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Ruben Becerra

Hays County Judge  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Tucker Ferguson, P.E., TxDOT Austin District Engineer

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PAYMENT PROVISION AND WORK RESPONSIBILITIES**

#### **1. Description of the Work Items**

The parties agree that the existing waterline facilities shall be relocated and adjustments shall be made along FM 110 from SH 80 to SH 21. The waterline facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$717,166.55. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

#### **2. Actual Cost Agreement**

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the waterline facility items for the Project shall be provided as defined under the Standard Utility Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

#### **3. Schedule of Payments**

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Local Government must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$717,116.55. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the date any time during the Project, the State will notify the Local Government and Utility in writing. The Local Government is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

#### **4. Work Responsibilities**

- A.** The **Utility** shall provide the following services under this contract:
  - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline facilities relocations and adjustments along FM 110 from SH 80 to SH 21.

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's South Travis Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the waterline facilities.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed waterline facilities during construction, and the relocation of the waterline facilities and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing waterline facilities during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

**B. The State shall provide the following services under this contract:**

- i. Combine the waterline facilities relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and

efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline facilities construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

## **ATTACHMENT B**

### **ESTIMATED UTILITY RELOCATION COSTS**

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs  
\$ 717,116.55

Less Betterment Amount Due from Utility  
\$ 0.00

**Amount of total utility relocation Costs**  
**\$ 717,116.55**

Estimated Amount Eligible for Reimbursement by the Local Government  
(Calculated eligibility Ratio – 100 %)  
**\$ 717,116.55**

Amount of Utility Adjustment Due from the Local Government  
**\$ 717,116.55**

#### **Estimated amount to be included in Construction Agreement**

A. Betterment	\$ 0.00
B. Utility Adjustment	\$ 717,116.55

<b>GRAND TOTAL</b>	<b>\$ 717,116.55</b>
--------------------	----------------------

#### **Betterment Ratio Calculation**

Estimated Betterment Costs

Betterment Calculation:

<b>Total Costs of Betterment (Estimated)</b>	-	<b>\$ 0.00</b>
<b>Total Costs of Project (Estimated)</b>	-	<b>\$ 717,116.55</b>

***Betterment Percentage for final cost determination: 0.0% of final cost of relocation  
Determination of Betterment – Comparison of estimated cost to replace “as is”  
versus estimated costs associated with the betterment.***

CSJ #3545-02-008  
RCSJ #3545-02-012  
U15931  
District #14-Austin  
Code Chart 64 #50106  
Project: FM110 from FM 621 to  
Caldwell County Line

**ATTACHMENT C**  
**Resolution/Ordinance**



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing with possible action to establish a "No Parking" zone on Garrison Road just outside of the City of Buda limits.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

November 10, 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

JONES

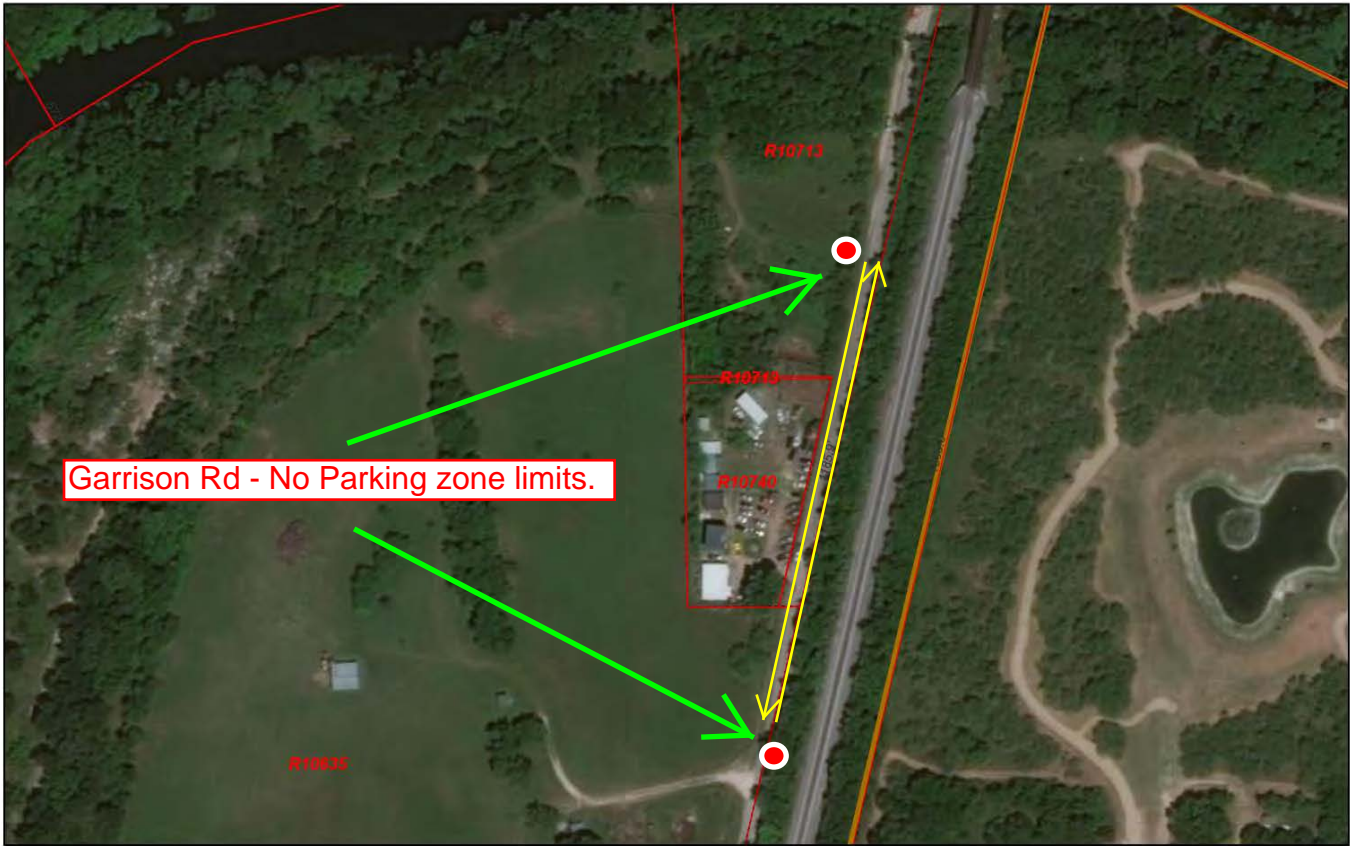
#### CO-SPONSOR

N/A

#### SUMMARY

This action would establish a "No Parking" zone along Garrison Road to keep the road and right-of-way clear from parked vehicles near a City of Buda park entrance.

Garrison Rd - No Parking zone



10/19/2020, 1:37:05 PM

Parcels City Limits Lot Lines

1:2,257  
0 0.01 0.03 0.06 mi  
0 0.03 0.05 0.1 km  
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

Hays County Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)  
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



# Garrison Road

Proposed "No Parking" zone.

Legend



Google Earth

© 2020 Google

151

5.95 ft





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing with possible action to establish "Yield" signs on the four legs of a roundabout at the intersection of Mesa Verde Drive and Prescott Drive in Belterra subdivision.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

November 10, 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

N/A

#### SUMMARY

Currently at this roundabout, there are no posted signs for the two Mesa Verde Drive intersections, and two existing stop signs (Prescott Drive & the Amenities Center). There is a request from the neighborhood management group to help regulate traffic flow awareness and safety. This action would allow the installation of "Yield" signs on all four legs of that intersection in Belterra subdivision. The two existing Stop signs would then be removed and replaced with Yield signs, per State standards. Roundabout ahead signs will be installed on all four legs, and "One-Way" signs will also be installed on the circular median to help traffic flow in a counter-clockwise direction through the roundabout.



# Roundabout signage - Belterra subd.

Yield signs, roundabout ahead signs, and one-way signs needed for all 4 legs.

Legend

Existing Stop sign to be replaced.

Prescott Drive

One-way traffic flow to the right.

Mesa Verde Drive

Mesa Verde Drive

Amenity Center

Existing Stop sign to be replaced.

Google Earth

© 2020 Google

53

200 ft





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the revegetation bond #SU1157964 in the amount of \$3,488.00 for Reunion Ranch subdivision, Phase 2, Section 4.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

November 10, 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

N/A

#### SUMMARY

Staff recommends the release of the revegetation bond that was issued for Reunion Ranch subd., Phase 2, Section 4 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 consider the release of the revegetation bond #PB03016800273 in the amount of \$32,600.00 for Sunfield subdivision, Phase 3, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 10, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Staff recommends the release of the revegetation bond that was issued for Sunfield subd., Phase 3, Section 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 consider the release of the revegetation bond #PB03016800210 in the amount of \$30,350.00 for Sunfield subdivision, Phase 3 "Roadway Extension".

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

November 10, 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

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Staff recommends the release of the revegetation bond that was issued for Sunfield subd., Phase 3 "Roadway Extension" 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 consider the release of the revegetation bond #PB03016800240 in the amount of \$22,000.00 for Sunfield subdivision, Phase 3, Section 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 10, 2020	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Staff recommends the release of the revegetation bond that was issued for Sunfield subd., Phase 3, Section 4 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 authorize the County Judge to execute Change Order No. 1 to the Professional Services Agreement (PSA) between Hays County and Pape-Dawson Engineers, Inc. on the Fischer Store Road Safety Improvements project in Precinct 3 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 10, 2020	\$9,000

#### LINE ITEM NUMBER

020-710-00-771.5621\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SHELL	N/A

#### SUMMARY

A change order requesting \$9,000 additional fee on the Fischer Store Road at RM 2325 Safety Improvements [15-771-020] Road Bond Project, funded by the Transportation Department, for revisions to Right of Way acquisition and documents as well as utility easement documents along Fischer Store Road due to the sale of a portion of an existing property within the proposed ROW.



## Hays County Transportation Department Change Order Request Form

Date: January 23, 2020

Contract Performance Date: May 21, 2019

Project Name: Fischer Store Road

Contract #: PAA16-039-00

Contractor/Consultant: Pape-Dawson Engineers

Change Order Number: SWA# 1

Change in Scope Necessitating Change-Order:

Revisions to ROW acquisition and documentation along Fischer Store Road, and revision of utility easement documentation along Fischer Store Road, due to the sale of a portion of an existing property within the proposed ROW.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 50,630.00

Net Amount of Previously Authorized Change Order: \$ 0

Net Amount for this requested change order: \$ 9,000.00

Total Contract Amount with all Change orders: \$ 59,630.00

Original Contract Performance Length: \_\_\_\_\_ Days

Net previous schedule change orders: \_\_\_\_\_ Days

Net schedule adjustment requested this change order \_\_\_\_\_ Days

Total performance days with change orders \_\_\_\_\_ Days

Contractor: DAN THOMAS Sign [Signature] Date 1/23/2020

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

**ATTACHMENT “A”**

**PROPOSED SCOPE OF SERVICES**  
**for**  
**FISCHER STORE ROAD TURN LANE IMPROVEMENTS**  
**HAYS COUNTY, TEXAS**

**PURPOSE**

The purpose of this Proposed Scope of Services is to delineate the professional services that Pape-Dawson (Engineer) and its Sub-consultants will provide to Hays County for the development of Preliminary Design documents, PS&E documents, and other related or associated services outlined in this document for the Fischer Store Road Turn Lane Improvements. Our proposed scope of services and associated fees are as follows:

- I. PROJECT MANAGEMENT (TASK 501) \$ 19,000.00**  
This phase includes project management, subconsultant coordination and management, and other coordination associated with the project including utility coordination.
- II. ROW AND SURVEYING SERVICES (TASK 108) \$ 12,000.00**  
The Engineer to provide ROW documents matching modified property ownership conditions that replace previously submitted ROW documents.
- A. Right-of-Way Surveying:
- Sufficient boundary research and field recovery to be performed in accordance with the Texas Society of Professional Surveyors Manual of Practice in order to generate a signed and sealed right-of-way parcel drawing, and description for right-of-way parcels necessary to accomplish the proposed widening of Fischer Store Road, south of RM 2325, estimated to be approximately 1,000-feet in length, originating at the intersection of RM 2325 and Fischer Store Road.
  - Right-of-way survey deliverables to be comprised of signed and sealed right-of-way parcel drawings and descriptions, which will include an overall parent tract sketch, the parent tract remainder acreage and numbered calls within the metes and bounds description to be consistent with current TxDOT requirements.
- B. Quality Assurance/Quality Control/Management- Provide QA/QC of survey work for the project.

**III. DEVELOP PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) (100% DESIGN)**  
**(TASK 301) \$ 7,000.00**

The Engineer shall update the previously submitted 95% plans and documents to a 100% level of design.

- A. General plan sheets including the Title Sheet, General Notes, Typical Sections and Horizontal Alignment Sheets to be prepared per TxDOT standards.
- B. Plan sheets (1"=100') to be developed including features such as roadway alignment, pavement widths, pavement and subgrade depths, normal cross-slope, side slopes, retaining walls (if needed), and erosion (channel stabilization) details. The turn lane length to be designed according to TxDOT approved TIA, provided by in the previous tasks.
- C. Drainage plans (1"=100') to be prepared per TxDOT requirements.
- D. Signing And Pavement Marking Plan (1"=100')
  - Existing signing will be moved to temporary locations during construction and reset to new locations as part of the construction. New signs will be placed as required. Speed limit signs and their locations are to be determined by others. Signing quantities will be prepared at the 90% submittal.
  - Pavement markings will be designed in accordance with the Texas Manual on Uniform Traffic Control Devices and the Texas Department of Transportation Standard Details. Pavement markings will be shown for the entire length of the project on layout sheets. Pavement marking quantity list will be prepared for the 90% submittal.
- E. Traffic Control and Construction Phasing Plan (1"=100')
  - Traffic control plans to be prepared showing construction phasing to maintain traffic through the project per TxDOT requirements. Typical cross sections showing staging methods will be shown on the drawings. Traffic control details showing special barrier locations, signing, and stage surfacing will be prepared. Construction staging plans delineating areas under traffic, under construction, under construction and traffic, and roadway obliteration will be prepared.
- F. Quantity Summary Sheet  
Engineer to prepare one quantity summary sheet listing the quantities determined for this project in table form. The table to list the bid code, estimated quantities, and pay unit.
- G. Erosion control plans to be prepared per TxDOT standards.
- H. A detailed quantity takeoff to be performed for a unit price bid. An engineer's estimate of the probable construction cost will be provided based on the quantity takeoff.

- I. Upon completion of the design drawings, Engineer to submit the plans, and specifications to TxDOT for review.
- J. A draft project construction manual to be prepared and to include the bid schedule, list of specifications, special specifications and other pertinent documents as necessary for the use of project bidding.
- K. Utility Coordination  
Engineer will identify conflicts between existing utilities in the project area and new facilities associated with the proposed project. The utility companies will be responsible for preparing design solutions for their affected utilities. Utility coordination will be coordinated through TxDOT or directly with the utility companies. This task will include the following activities:
  - Each utility company will be contacted for plans showing the location of their existing and planned facilities.
  - Provide developed utility plans (hard copy and electronic) to utility companies at the 95 percent complete stage, and at the final plan stage (100%) showing proposed improvements with all conflicts clearly identified.
  - Formally request solutions to mitigate the impacts to their facilities.
  - Coordinate with utility companies and obtain utility relocation designs and proposed relocation dates.
- L. Finalize Plans and Estimates
  - After incorporating TxDOT's comments, finalize PS&E (signed and sealed) for construction.
  - The project construction manual will be finalized for bidding.

#### **IV. CONSTRUCTION ADMINISTRATION (TASK 401)**

**\$ 12,630.00**

- A. Bid Phase
  - Engineer will provide assistance to Hays County in responding to questions from contractors and prepare contract addenda as necessary. Engineer will attend one pre-bid meeting. Engineer will also provide assistance with the tabulation and evaluation of bids received from contractors if required by Hays County.
  - Engineer will provide Hays County with a written recommendation as to the "lowest responsive bidder".
- B. Construction Support Services
  - Attend the pre-construction meeting with TxDOT and Contractor as well as site meetings for construction. (One consultant representative will attend up to 6 meetings at 5 hours per meeting. Preparation and follow up for each site visit is included for 2 hours per meeting).

- Review and approve all shop drawing submittals.
- Respond to all design clarifications and review RFI's as necessary.

**THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:**

- ◆ *Quality control and material testing services during construction*
- ◆ *Gas, telephone, cable and/or electric design*
- ◆ *Filing fees, permit fees and TxDOT review fees*
- ◆ *Construction staking*
- ◆ *Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance*
- ◆ *Negotiations with adjacent property owners*
- ◆ *Public Involvement*
- ◆ *Preparation of TxDOT or Hays County as-built plans proceeding construction.*
- ◆ *Signal plans or signal warrant study*
- ◆ *Illumination design*
- ◆ *Traffic Studies*

**V. SUMMARY**

I.	Project Management	Task 501	\$ 19,000.00
II.	ROW and Surveying Services	Task 108	\$ 12,000.00
III.	Develop Plans, Specifications, and Estimates	Task 301	\$ 7,000.00
IV.	Construction Administration	Task 401	\$ 12,630.00
<b>Total:</b>			<b>\$ 50,630.00</b>

**SUPPLEMENTAL WORK AUTHORIZATION #1**  
**for**  
**FISCHER STORE ROAD TURN LANE IMPROVEMENTS**  
**HAYS COUNTY, TEXAS**

Additional services listed below reference the original contract (Attachment A).

Per this SWA, we will provide the following:

Task 108 – Surveying Services for revising ROW acquisition and utility easement documents for the property along the east side of Fischer Store Rd. This includes creating one-additional ROW acquisition document and one-additional utility easement document for the new property created due to the original property being sold and divided into multiple parcels.

- a. Right-of-way surveying
- b. Right-of-way Documents
- c. Utility Easement Documents

**II. Task 2 – ROW and Surveying Services**

108 Right-of-Way Surveying	\$9,000.00
<b>Subtotal Task 2</b>	<b>\$9,000.00</b>
<b>TOTAL FEE</b>	<b><u>\$ 59,630.00</u></b>



Mr. Jerry Borcharding, P.E.  
Hays County Road and Bridge Division  
Additional Service Request No. 1  
January 23, 2020  
Page 6 of 6

**Basis of Compensation**

Pape-Dawson's compensation for the above services is a lump sum in the amount of **\$59,630.00** for the services identified above. This budget figure does not include Direct Expenses (defined below) nor applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

**Agreement**

Upon Client's signing of this Proposal, this Proposal and the attached Terms and Conditions become the Agreement between the Client and Pape-Dawson.

We appreciate the opportunity to work with you on this project. If this proposal and agreement meet with your approval, please acknowledge such by signing this proposal letter and the attached Professional Services Agreement, and returning them to our office via email, fax or US Mail for our records. Receipt of the executed documents serves as authorization for us to proceed with the work.

Sincerely,  
Pape-Dawson Engineers, Inc.



Dan Thoma, P.E.  
Vice President

**HAYS COUNTY ROAD AND  
BRIDGE DIVISION**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc: Wade Benton, HNTB

Attachment

H:\Projects\509\11\02\Contract\ASR 1\Fischer Store Road\_Scope & Fee Schedule-V1.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 Contract Amendment No. 1 to a Contract between Hays County and Dannenbaum Engineering Company - Austin, LLC for the Posey Road Corridor Improvements safety and mobility project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 10, 2020	\$24,580.47

#### LINE ITEM NUMBER

035-803-96-776.5621\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	SHELL	N/A

#### SUMMARY

This Contract Amendment increases the contract compensation cap by \$24,580.47 from \$400,000.00 to \$424,580.47. This will allow for the execution of Supplemental #1 to Work Authorization #1 which authorizes an update to the Preliminary Engineering Report (PER) and revision to the design schematic to shift roadway alignment south to accommodate City of San Marcos comments and add a right-turn/thru lane. This effort will be funded through the 2016 Road Bond Program project number 26-776-034.

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

**HAYS COUNTY ROAD BOND PROJECT:  
Posey Road Corridor (I-35 to FM2439/Hunter Road) ("Project")**

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

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective December 10, 2019 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$400,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**


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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$400,000.00 to \$424,580.47.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

**ENGINEER:**

By:   
Signature

Thomas C. Arndt, P.E.  
Printed Name

President  
Title

09/22/2020  
Date

**COUNTY:**

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

Ruben Becerra  
Printed Name

Hays County Judge  
Title

\_\_\_\_\_  
Date

  
**9/23/2020**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Freese & Nichols, Inc. in regards to an inspection and report of MS4 facility, the County's one permanent stormwater management facility, to be in compliance with City of San Marcos requirements.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

NTE \$2775.00

#### LINE ITEM NUMBER

020-710-00.5448\_008

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The City of San Marcos requires owners of MS4 facilities to have an approved firm inspect for compliance. Freese & Nichols is an approved provider.

**PROFESSIONAL SERVICES AGREEMENT**  
**HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **FREESE AND NICHOLS, INC.** hereinafter “Contractor”), whose primary place of business is located at **10431 Morado Circle, Unit 300, Austin, TX 78759**, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 14 day of October, 2020 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

**1. OVERVIEW**

We understand that the inspection and report are needed to comply with the City of San Marcos’ (City) requirements for annual inspections of permanent stormwater management facilities. We also understand that the inspection report must be submitted to the City by January 31, 2021. FNI proposes to provide professional services as requested by the County to assist with inspection of the County’s one (1) permanent stormwater management facility located within the City of San Marcos and development of the inspection report as fully described in **Exhibit “A”**.

**2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of **Jerry Borcharding** and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

**3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

**4. DURATION**

The parties agree that the Work shall be completed **two (2) months** after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

**5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractor’s rate schedule, which is attached hereto as Exhibit “B.” Despite any

reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed **two thousand seven hundred seventy-five dollars (\$2,775.00 USD)** for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

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

following address: Office of General County, Hays County Courthouse, 110 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that



they are as consistent with the parties' intents as possible.

#### **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

#### **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

#### **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

#### **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

#### **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

#### **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

#### **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

#### **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

#### **23. TERMINATION BY COUNTY**


This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

***Signatures by the parties to this Professional Services Agreement follow on the next page.***

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra  
Hays County Judge

  
\_\_\_\_\_  
Freese and Nichols, Inc.

By: Drew Hardin, PE  
Principal

## **EXHIBIT A-1**

### **Scope of Work**

FNI proposes to provide professional services as requested by the County to assist with inspection of the County's one (1) permanent stormwater management facility within the City of San Marcos and development of the inspection report as described in the following Tasks:

#### **Task 1          Data Collection**

FNI will coordinate with the City to obtain the approved site plan design drawings for the facility to be inspected. If available, FNI will obtain copies of maintenance records for the facility from the County. These shall be provided prior to submittal of the draft inspection packet. FNI will review the plans of the existing facility and prepare for the field inspection.

#### **Task 2          Field Inspections**

FNI will perform one (1) visual inspection of the existing facility (using the City inspection forms as guidance) and will endeavor to determine if the facility are functioning as originally designed, require maintenance to maintain functionality, have significant issues that impair functionality or require immediate maintenance or repair. FNI will take photographs corresponding to each section of the inspection forms to support the assessment. Visual inspections will include:

- One (1) dry detention basin: Juvenile Detention Center (2250 Clover Barker)

#### **Task 3          Reporting**

FNI will compile the inspection report packet for the facility including:

- Permanent Stormwater Management Facility Inspection Cover Sheet
- Inspection Form – completed inspection form with engineer's assessment, comments, photographs, and plan sheets.
- Maintenance Records (if available).

FNI will submit the draft inspection report packet to the County for review, and conduct one (1) phone meeting with the County to discuss any maintenance or functional issues observed during the visual inspection, as well as the timeline for expected completion of maintenance or repair activities (required to be included in the submittal to the City). FNI will then incorporate comments from the County into the inspection report packet and submit the final inspection report packet to the City and County (email in PDF format). If the facility is deemed to "fail" the inspection, FNI will submit the report to the City within 5 business days from the time of the inspection as required by the City. Report for "passed" or "passed with conditions" facility shall be submitted to the CITY based on the timeline outlined above.

**ADDITIONAL SERVICES**

FNI may provide the following services for an additional fee upon request from the County:

- Facility re-inspection.
- Additional site visits other than the one (1) inspection.
- Performing detailed field measurements and/or survey beyond a visual assessment.
- Preparing engineering documents (PS&E) for the repairs and maintenance of the facility beyond the general recommendations made on the inspection form.

**RESPONSIBILITIES OF HAYS COUNTY**

Hays County shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as the County's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the County deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

## **DESIGNATED REPRESENTATIVES**

FNI and the County designate the following representatives:

### **Hays County Designated Representative**

Mr. Jim Parman  
P.O. Box 906  
San Marcos, Texas 78667  
Phone: 512-738-2555  
e-mail: James.Parman@co.hays.tx.us

### **FNI Project Manager**

Mr. Will Huff, P.E., CFM  
10431 Morado Circle, Unit 300  
Austin, Texas 78759  
Phone: 512-617-3195  
e-mail: will.huff@freese.com

### **FNI Accounting Representative**

Mr. Billy Metzger  
10431 Morado Circle, Unit 300  
Austin, Texas 78759  
Phone: (512) 617-3177  
e-mail: Billy.Metzger@freese.com

## **COMPENSATION**

FNI proposes to provide the professional services described above for the not-to-exceed total of Two Thousand Seven Hundred Seventy-Five Dollars (\$2,775). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described above as Additional Services, FNI will notify the County for approval before proceeding. Additional Services shall be computed based on the Schedule of Charges in EXHIBIT B.

**EXHIBIT B**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**

**-- EXHIBIT "C" --**

**Additional Terms to the Services provided by Contractor, if any, are as follows:**

**A. N/A**

**B.** \_\_\_\_\_  
\_\_\_\_\_

**C.** \_\_\_\_\_  
\_\_\_\_\_

**D.** \_\_\_\_\_  
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**E.** \_\_\_\_\_  
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**F.** \_\_\_\_\_  
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**G.** \_\_\_\_\_  
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**H.** \_\_\_\_\_  
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**I.** \_\_\_\_\_  
\_\_\_\_\_

**J.** \_\_\_\_\_  
\_\_\_\_\_

**K.** \_\_\_\_\_  
\_\_\_\_\_

**L.** \_\_\_\_\_  
\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> <b>8300 Greensboro Drive</b> <b>Suite 980</b> <b>McLean, VA 22102</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (703) 827-2277</b>		<b>FAX (A/C, No): (703) 827-2279</b>
	<b>E-MAIL ADDRESS: admin@amesgough.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  <b>Freese and Nichols, Inc.</b> <b>4055 International Plaza, Suite 200</b> <b>Fort Worth, TX 76109</b>	<b>INSURER A : Hartford Underwriters Insurance Company A+ (XV)</b>		<b>30104</b>
	<b>INSURER B : Twin City Fire Insurance Company A+ (XV)</b>		<b>29459</b>
	<b>INSURER C : Hartford Casualty Insurance Company A+ (XV)</b>		<b>29424</b>
	<b>INSURER D : Trumbull Insurance Company A+ (XV)</b>		<b>27120</b>
	<b>INSURER E : Continental Casualty Company (CNA) A, XV</b>		<b>20443</b>
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

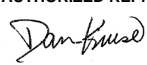
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>42UUNNI6224</b>	<b>10/23/2019</b>	<b>10/23/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>42UENNI6305</b>	<b>10/23/2019</b>	<b>10/23/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>42XHUBI1257</b>	<b>10/23/2019</b>	<b>10/23/2020</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>42WBCU2821</b>	<b>10/23/2019</b>	<b>10/23/2020</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>E</b>	<b>Professional Liab.</b>			<b>AEH008214422</b>	<b>10/23/2019</b>	<b>10/23/2020</b>	<b>Per Claim</b> <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000**

Hays County, Texas is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies in accordance with policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Hays County, Texas</b> <b>Office of General County</b> <b>Hays County Courthouse</b> <b>110 E San Antonio, Suite 202</b> <b>San Marcos, TX 78666</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## 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 Wimberley and Driftwood Recycling and Solid Waste locations to close on November 28, 2020 and open on November 30, 2020, and close on December 26, 2020 and open on December 28, 2020, and authorize the Director of Countywide Operations to set the Recycling and Solid Waste holiday schedule for all subsequent years.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

T. CRUMLEY

#### SPONSOR

SHELL

#### CO-SPONSOR

SMITH

#### SUMMARY

The Director of Countywide Operations is requesting that the Hays County Recycling and Solid Waste locations be closed on November 28, 2020 for the Thanksgiving holiday and reopen to the public on November 30, 2020. For the Christmas holiday it is being requested that both locations are closed on December 26, 2020 and reopen on December 28, 2020.

Authorize the Director of Countywide Operations to set and amend the Recycling and Solid Waste Department holiday closures each year in conjunction with the County holiday schedule and regular operating hours.

## 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 closure of all Hays County Parks on November 26, 2020, December 25, 2020, January 1, 2021, and April 4, 2021, and authorize the Director of Countywide Operations to set the Park holiday schedule for all subsequent years.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	N/A

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	SHELL	JONES

#### SUMMARY

The Director of Countywide Operations is requesting that the Hays County Parks be closed on November 26, 2020 for Thanksgiving Day, December 25, 2020 for Christmas Day, January 1, 2021 for New Year's Day, and April 4, 2021 for Easter Sunday.

Authorize the Director of Countywide Operations to set and amend the Recycling and Solid Waste Department holiday closures each year in conjunction with the County holiday schedule and regular operating hours.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept the Star Asset Security Proposal related to upgrades and repairs of the existing security system for the Transportation Department and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	\$5,386.83

#### LINE ITEM NUMBER

020-710-00.5718\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Purchasing waiver required for open market items (\$2,550).

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

The current security system is no longer functional at the Yarrington Office. The attached quote reflects the needed repairs and upgrades, including relocating camera monitors to newly created offices, upgrading the system to CCTV, upgrading the software, correcting an employee ID card issue, and replacing the backup batteries for the Hirsch (ID cards) system. Funds are available within the Transportation Departments operating budget to complete this project.

Attachment: Star Asset Security Proposal  
TxMAS Contract #18-8402 (labor)  
Parts are open market items  
Request purchasing waiver

##### Budget Amendment:

Decrease Building Materials: 020-710-00.5351

Increase Software\_Capital: 020-710-00.5718\_700

## Pricing for System repair/Upgrades Recommendations

November 3, 2020

**Presented To:**

## Hays County

Ivey S

**Scope of Work:** See Attached

**Presented By:**

## Sean Finegan

**Location:**

## Address

## Address

City, ST ZIP

**Scope of work : TXMAS Contract [18-8402](#)**

		Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Units	Description	Rate	Total
			\$0.00
0			\$0.00

[illegible]

## Star Asset Security

[illegible]

**Customer Signature:** \_\_\_\_\_

Printed Name:

**Title:**

Phone #

Date:

<b>Estimate Summary</b>	Labor	\$0.00
	Travel Charge	\$0.00
	Material	\$5,386.83
	Shipping	\$0.00
	Subtotal	\$5,386.83
<b>TAX Not Included</b>		

**ESTIMATE TOTAL:**

**\$5,386.83**

## **EXCLUSIONS**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Radio Services and Equipment Binding Proposal with the Lower Colorado River Authority (LCRA) for \$58,700 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D).

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

\$58,700

#### LINE ITEM NUMBER

009-763-99-131.5715\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) for component parts for equipment.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Mike Jones

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

On 10/13/20 the Commissioners Court authorized the OES Director to move forward with the necessary equipment purchases for increasing communication efforts with First Responders and Law Enforcement to be installed on the OES Command Vehicle. Installation and services equipment costs are as follows:

Qty 1 - Unity XG-100M 700/800/VHF Dual Control Head Mobile Radio

Qty 4 - Unity XG-100M 700/800/VHF Mobile, System,

Qty 6 - XG-25M - 70/500 Mobile, Scan





## **RADIO SERVICES AND EQUIPMENT BINDING PROPOSAL**

September 3, 2020

Attention:

Director Mike Jones

Hays County Office of Emergency Services

2171 Yarrington Road, Ste. 300

Kyle, TX 78640

### **OVERVIEW**

The Lower Colorado River Authority ("LCRA") is pleased to submit this binding proposal for the radio services and equipment described below (this "Proposal"). This Proposal and the information set forth herein shall be subject to the terms and conditions of the Interlocal Cooperation Agreement between Hays County and LCRA (the "Interlocal Agreement").

### **PROJECT SCOPE**

This Proposal shall include:

- Eleven (11) mobile radios, installation supplies, radio preparation and installation labor as outlined in Attachment A.

### **PRICING**

The pricing included in the tables attached hereto as Attachment A include the binding pricing proposal for the equipment and installations outlined for this Project. The pricing indicated in Attachment A is valid for 30 days from the date of this Proposal. Payment shall be due as set forth in the Interlocal Agreement.

### **ACCEPTANCE**

If you would like for us to proceed with this work, please have an authorized representative sign below and return to me. If you should have any questions, please don't hesitate to contact me at the contact information below.

### **DISCLAIMER**

This Proposal is not intended and shall not be construed as a public offering of communications services. Nothing in this Proposal shall be interpreted to characterize LCRA as a common carrier of communications services.

*[signature page follows]*



Best Regards,

*Robert C. Mechler by JK*

Robert C. Mechler, P.E.

Director, Business Development

Transmission Strategic Services

Lower Colorado River Authority

3505 Montopolis Drive

Austin, TX 78744

Office: (512) 578-3574

Fax: (512) 730-6047

Cell: (281) 513-8004

**ACCEPTED AND AGREED TO BY:**

**HAYS COUNTY**

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

Name (Printed): \_\_\_\_\_

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

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

## Attachment A

Installation Services and Equipment Costs	Price
<ul style="list-style-type: none"> <li>• <b>Qty. 1:</b> Unity XG-100M 700/800/VHF Dual Control Head Mobile Radio, Sharkee Antenna System, Coax, Crimp, Faceplate, Installation of Radio, Dual Control Head and Antenna System</li> <li>• <b>Qty. 4:</b> Unity XG-100M 700/800/VHF Mobile, System, Remote Mount, Single Control Head, Sharkee Antenna System, Coax, Crimp, Faceplate, Installation of Radio and Antenna System</li> <li>• <b>Qty. 6:</b> XG-25M 700/800 Mobile, Scan, Remote Mount, Single Control Head, Antenna, Coax, Crimp, Faceplate, Speaker Pigtail, Prep Radio as Two-Piece Unit, Installation of Radio</li> </ul>	\$58,700.00
<b>Total*:</b>	<b>\$58,700.00</b>

*\*The pricing indicated in this Attachment A is valid for 30 days from the date of this Proposal.*

## **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Counselink, Inc. related to counseling services for veterans.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	N/A

#### LINE ITEM NUMBER

001-612-99-097.5448

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Chris Johnson	INGALSBE	N/A

#### SUMMARY

Commissioners' Court authorized the execution of the original Memorandum of Understanding on October 1, 2019. The revised Memorandum of Understanding reflects an updated fee schedule. Counselink, Inc. offers individual and group counseling services to veterans of the Hays County Veteran's Treatment Court. Grant funds will be utilized for all expenses.

Attachment:  
Counselink, Inc. MOU



## MEMORANDUM OF UNDERSTANDING

Between  
Hays County Veterans Treatment Court  
and Counselink, Inc.

**Purpose:** This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court (VTC)**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Counselink, Inc.**, located at 4701 Westgate Blvd. Ste. D404, Austin, TX 78745. The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the “the parties or party”.

**Background:** Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations’ armed forces and veterans in the local community.

### **The Parties of this Memorandum of Understanding accept as follows:**

Hays County Veterans Treatment Court will be responsible for the following:

1. Identify and refer veterans for evaluations;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

Counselink will be responsible for the following:

1. Provide counseling services to individual veterans and/or their family members;
2. Provide substance abuse group counseling;
3. Provide written progress reports;
4. Provide case consultation; and
5. Submit a monthly invoice for provided services (see attached “negotiated” Fee Schedule which indicates the maximum amounts that can be billed for each service provided); and
6. Invoice veteran participants directly for “no show” to scheduled appointments.

**Confidentiality of Records:** For purposes of this Memorandum, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant’s criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants’ name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered “personal” in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any possible release of records related to this MOU shall be in accordance with the Texas Public Information Act.

**Time Periods.** The nondisclosure provisions of this MOU shall survive the termination of this MOU and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such information, whichever occurs first.

**Severability:** If a court finds any provision of this MOU invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**Effective Date and Termination:** This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

**Notice:** Any notices in relation to this MOU shall be sent to the following contacts:

**Hays County Veteran's Treatment Court**

Attn: Gerald Ramcharan  
712 S. Stagecoach Trail, Suite  
San Marcos, Texas 78666  
[gerald.ramcharan@co.hays.tx.us](mailto:gerald.ramcharan@co.hays.tx.us)

**Counselink, Inc.**

Genaro Sandoval  
4701 Westgate Blvd. Ste. D404  
Austin, TX 78745  
[genaro@cresinawellness.com](mailto:genaro@cresinawellness.com)

**Waiver:** The failure to exercise any right provided in this MOU shall not be a waiver of prior or subsequent rights.

**Miscellaneous:** This MOU is non-exclusive. No element of this MOU will confer on one party the capacity to represent or act as an agent of the other.

**Entire Understanding:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



Program Acceptance:

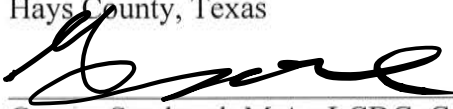


Gerald Ramcharan, Program Director  
Hays County Veterans Treatment Court

14 OCT 20  
Date

-----  
Contract Execution:

Ruben Becerra, County Judge  
Hays County, Texas



Genaro Sandoval, M.A., LCDC, CART  
Counselink, Inc.

\_\_\_\_\_  
Date

14 oct 20  
Date

Provider	Service	Rate	Cost
Genaro Sandoval, M.A., LCDC, CART <b>Counselink, Inc.</b> 4701 Westgate Blvd. Ste. D404, Austin, TX 78745 Phone: 512 899-8300, Fax: 512-899-8307			
	Individual Counseling:	1 Hr.	\$180.00
	Couples/Marital Counseling:	1 Hr.	\$180.00
	Substance Abuse Group:	1 Hr.	\$45.00
	No Show:	EA	\$70.00
	Case Consultation and Staffing	1 Hr.	\$150.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lake Inks Professional Services, LLC related to psychological evaluations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	N/A

#### LINE ITEM NUMBER

001-612-99-097.5448

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Chris Johnson	INGALSBE	N/A

#### SUMMARY

Commissioners' Court authorized the execution of the original memorandum of understanding on October 1, 2019. The revised memorandum of understanding provides an updated fee schedule. Lake Inks Professional Services, LLC offers assessments, diagnosis and treatments of veterans of the Hays County Veteran's Treatment Court. The Texas Veteran's Commission grant will fund all costs associated with the treatments.

Attachment: Lake Inks Professional Services, LLC MOU

## MEMORANDUM OF UNDERSTANDING

Between

Hays County Veterans Treatment Court  
and Lake Inks Professional Services, LLC

**Purpose:** This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court (VTC)**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Lake Inks Professional Services, LLC** located at 3210 Lake Inks, Killeen, Texas 76543. The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

**Background:** Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations' armed forces and veterans in the local community.

### **The Parties of this Memorandum of Understanding accept as follows:**

Hays County Veterans Treatment Court will be responsible for the following:

1. Identify and refer veterans for evaluations;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

Lake Inks Professional Services will be responsible for the following:

1. Complete initial psychological assessment and determine diagnosis of referred veterans;
2. Provide feedback on the appropriate course of treatment, as necessary;
3. Provide psychotherapy to individual veterans and/or their family members;
4. Provide written evaluation reports and/or progress reports;
5. Provide telephone intervention to veterans, as necessary; and
6. Submit a monthly invoice for provided services (see attached "negotiated" Fee Schedule which indicates the maximum amounts that can be billed for each service provided); and
7. Invoice veteran participants directly for "no show" to scheduled appointments.

**Confidentiality of Records:** For purposes of this Memorandum, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant's criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants' name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered "personal" in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any possible release of records related to this MOU shall be in accordance with the Texas Public Information Act.

**Time Periods.** The nondisclosure provisions of this MOU shall survive the termination of this MOU and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such information, whichever occurs first.

**Severability:** If a court finds any provision of this MOU invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**Effective Date and Termination:** This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

**Notice:** Any notices in relation to this MOU shall be sent to the following contacts:

**Hays County Veteran's Treatment Court**  
Attn: Gerald Ramcharan  
712 S. Stagecoach Trail, Suite  
San Marcos, Texas 78666  
gerald.ramcharan@co.hays.tx.us

**Lake Inks Professional Services, LLC**  
Attn: Thomas Jones  
3210 Lake Inks, Killeen  
Killeen, Texas 76543  
tljones2@embarqmail.com

**Waiver:** The failure to exercise any right provided in this MOU shall not be a waiver of prior or subsequent rights.

**Miscellaneous:** This MOU is non-exclusive. No element of this MOU will confer on one party the capacity to represent or act as an agent of the other.

**Entire Understanding:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



Program Acceptance:



Gerald Ramcharan, Program Director  
Hays County Veterans Treatment Court

19 Oct 2020  
Date

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Contract Execution:

\_\_\_\_\_  
Ruben Becerra, County Judge  
Hays County, Texas

\_\_\_\_\_  
Date

Dr. Thomas L Jones  
Thomas Jones, PhD., LP  
Lake Inks Professional Services, LLC

14 Oct 2020  
Date

Provider	Service	Rate	Cost
Dr. Thomas Jones, Psychologist, PhD., LPC <b>Lake Inks Professional Services, LLC</b> 3210 Lake Inks, Killeen, TX 76543, Phone: 254-781-5760, Fax: 254-781-5760			
Tax ID: 08-1444933	Initial Psychological Assessment/Evaluation:	Each	\$250.00
	Psychological Testing & Report Writing:	1 Hr.	\$200.00
	Individual Psychotherapy:	1 Hr.	\$180.00
	Couples/Marital Psychotherapy:	1 Hr.	\$180.00
	Telephone Intervention:	15 Min	\$45.00
	No Show for scheduled appointment:	Each	\$70.00
	Case Consultation and Staffing	1 Hr.	\$150.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Laura L. Adams, Ph.D. related to psychological assessment and diagnosis for veterans.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-612-99-097.5448

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Judge Chris Johnson

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Laura L. Adams, Ph.D. offers psychological assessments, diagnosis and appropriate course of treatment to veterans of the Hays County Veteran's Treatment Court. Grant funds will be utilized for all expenses.

#### Attachments:

Laura L. Adams, Ph.D. MOU



## **MEMORANDUM OF UNDERSTANDING**

Between

Hays County Veterans Treatment Court  
and **Laura L. Adams, Ph.D.**

**Purpose:** This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court (VTC)**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Laura L. Adams, Ph.D.**, located at 5915 Shanghai Pierce Rd, Austin, Texas, 78749. The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

**Background:** Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations' armed forces and veterans in the local community.

### **The Parties of this Memorandum of Understanding accept as follows:**

Hays County Veterans Treatment Court will be responsible for the following:

1. Identify and refer veterans for evaluations;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

**Laura L. Adams, Ph.D.** will be responsible for the following:

1. Complete initial psychological assessment and determine diagnosis of referred veterans;
2. Provide feedback on the appropriate course of treatment as necessary;
3. Provide psychotherapy to individual veterans or their family members;
4. Provide written evaluation reports and/or progress reports;
5. Provide telephone intervention to veterans, as necessary;
6. Provide case consultation;
7. Submit a monthly invoice for provided services (see attached "negotiated" Fee Schedule which indicates the maximum amounts that can be billed for each service provided); and
8. Invoice veteran participants directly for "no show" to scheduled appointments.

**Confidentiality of Records:** For purposes of this Memorandum, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant's criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants' name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered "personal" in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any possible release of records related to this MOU shall be in accordance with the Texas Public Information Act.

**Time Periods.** The nondisclosure provisions of this MOU shall survive the termination of this MOU and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such information, whichever occurs first.

**Severability:** If a court finds any provision of this MOU invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**Effective Date and Termination:** This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

**Notice:** Any notices in relation to this MOU shall be sent to the following contacts:

**Hays County Veteran's Treatment Court**

Attn: Gerald Ramcharan  
712 S. Stagecoach Trail, Suite  
San Marcos, Texas 78666  
gerald.ramcharan@co.hays.tx.us

**Laura L. Adams, Ph.D.**

Attn: Laura L. Adams  
5915 Shanghai Pierce Rd  
Austin, TX 78749  
lauraleephd@gmail.com

**Waiver:** The failure to exercise any right provided in this MOU shall not be a waiver of prior or subsequent rights.

**Miscellaneous:** This MOU is non-exclusive. No element of this MOU will confer on one party the capacity to represent or act as an agent of the other.

**Entire Understanding:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Program Acceptance:



Gerald Ramcharan, Program Director  
Hays County Veterans Treatment Court

16 Oct 20

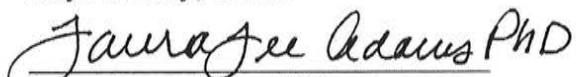
Date

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Contract Execution:

Ruben Becerra, County Judge  
Hays County, Texas

Date



Laura Lee Adams, PhD  
Austin, Texas

10-16-2020

Date



Provider	Service	Rate	Cost
Laura L Adams, Psychologist, PhD. 5915 Shanghai Pierce Rd, Austin, Texas, 78749			
	Initial Psychological Assessment/Evaluation:	Each	\$300.00
	Psychological Testing & Report Writing:	1 Hr.	\$250.00
	Individual Psychotherapy:	1 Hr.	\$200.00
	Couples/Marital Psychotherapy:	1 Hr.	\$200.00
	Telephone Intervention:	15 Min	\$45.00
	No Show for scheduled appointment:	Each	\$70.00
	Case Consultation and Staffing	1 Hr.	\$150.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Restorative Pathways, LLC related to counseling services to individual veterans and/or their family members.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-612-99-097.5448

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Judge Chris Johnson

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Commissioners' Court authorized the execution of the original Memorandum of Understanding on February 18, 2020. The revised Memorandum of Understanding reflects an updated fee schedule. Grant funds will be utilized for all expenses.

Attachment:

Restorative Pathways, PLLC MOU

## MEMORANDUM OF UNDERSTANDING

Between  
Hays County Veterans Treatment Court  
and Restorative Pathways, PLLC.

**Purpose:** This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court ("VTC")**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Restorative Pathways, PLLC**, located at 18945 FM 2252, Suite #116, Garden Ridge, Texas 78266. The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

**Background:** Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations' armed forces and veterans in the local community.

### **The Parties of this Memorandum of Understanding accept as follows:**

Hays County Veterans Treatment Court will be responsible for the following:

1. Identify and refer veterans for evaluations;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

Restorative Pathways, PLLC will be responsible for the following:

1. Provide counseling services to individual veterans and/or their family members;
2. Provide substance abuse group counseling;
3. Provide written progress reports;
4. Provide case consultation; and
5. Submit a monthly invoice for provided services (see attached "negotiated" Fee Schedule which indicates the maximum amounts that can be billed for each service provided); and
6. Invoice veteran participants directly for "no show" to scheduled appointments.

**Confidentiality of Records:** For purposes of this Memorandum, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant's criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants' name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered "personal" in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any possible release of records related to this MOU shall be in accordance with the Texas Public Information Act.

**Time Periods.** The nondisclosure provisions of this MOU shall survive the termination of this MOU and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such information, whichever occurs first.

**Severability:** If a court finds any provision of this MOU invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**Effective Date and Termination:** This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

**Notice:** Any notices in relation to this MOU shall be sent to the following contacts:

**Hays County Veteran's Treatment Court**

Attn: Gerald Ramcharan  
712 S. Stagecoach Trail, Suite  
San Marcos, Texas 78666  
gerald.ramcharan@co.hays.tx.us

**Restorative Pathways, PLLC**

Attn: Irina Adams  
18945 FM 2252, Suite 116  
Garden Ridge, Texas 78266  
restorative.pathways@outlook.com


**Waiver:** The failure to exercise any right provided in this MOU shall not be a waiver of prior or subsequent rights.

**Miscellaneous:** This MOU is non-exclusive. No element of this MOU will confer on one party the capacity to represent or act as an agent of the other.

**Entire Understanding:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Program Acceptance:


  
Gerald Ramcharan, Program Director  
Hays County Veterans Treatment Court

14 Oct 2020  
Date

-----  
Contract Execution:

\_\_\_\_\_  
Ruben Becerra, County Judge  
Hays County, Texas

\_\_\_\_\_  
Date

  
Irina Adams, Psychotherapist, LCSW  
Restorative Pathways, PLLC

14 Oct 2020  
Date



Provider	Service	Rate	Cost
Irina Adams, Psychotherapist, LCSW Restorative Pathways, PLLC 18945 FM 2252, Suite #116, Garden Ridge, TX 78266; Phone: 210-452-3373			
	Initial Assessment:	1 Hr.	\$200.00
	Individual Counseling:	1 Hr.	\$180.00
	Couples/Marital Counseling:	1 Hr.	\$180.00
	Substance Abuse Group:	1 Hr.	\$45.00
	No Show:	EA	\$50.00
	Case Consultation and Staffing	1 Hr.	\$100.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to canvass results of the County and Precinct races for the November 3, 2020 General Election; and authorize the execution of the Order Canvassing Returns and Declaring Results of Bond Election and Certificate of County Clerk related to Hays County Proposition A.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson	BECERRA	N/A

#### SUMMARY

Pursuant to Texas Election Code §67.005 DETERMINING OFFICIAL RESULT OF ELECTION NOT CANVASSED AT STATE LEVEL, the official result of an election that is not canvassed at the state level is determined from the canvass of the precinct returns conducted by the local canvassing authority. Hays County Commissioners must canvass the results of the countywide and precinct races for:

County Court at Law #3, County Sheriff, County Tax Assessor Collector, Commissioner, Pct. 1, Commissioner, Pct. 3, Justice of Peace, Pct. 1, Pl. 1, Constable Pct. 1, Constable Pct. 2, Constable, Pct. 3, Constable Pct. 4 and Constable Pct. 5.

##### Attachments:

Order Canvassing Returns and Declaring Results of Bond Election  
Certificate of County Clerk

**ORDER CANVASSING RETURNS AND DECLARING  
RESULTS OF BOND ELECTION**

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF HAYS       §

WHEREAS, on November 3, 2020, there was held within and throughout the HAYS COUNTY, TEXAS (“The County”) an election (the “Election”) at which there was submitted to the resident, qualified electors of the County the following proposition, to-wit:

**HAYS COUNTY, TEXAS - PROPOSITION A**

SHALL THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, BE AUTHORIZED TO ISSUE AND SELL, AT ANY PRICE OR PRICES AND IN ONE OR MORE SERIES OR ISSUES, THE BONDS OF THE COUNTY IN THE AMOUNT OF \$75,000,000 MATURING SERIALLY OR OTHERWISE WITHIN 30 YEARS FROM THEIR DATE OR DATES, AND BEARING INTEREST AT SUCH RATE OR RATES (FIXED, VARIABLE OR OTHERWISE), NOT TO EXCEED THE MAXIMUM INTEREST RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE COMMISSIONERS COURT AT THE TIME OF ISSUANCE, FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, RENOVATING, EQUIPPING AND ACQUIRING LAND AND INTERESTS IN LAND, BUILDINGS AND FACILITIES FOR PARK AND RECREATIONAL PURPOSES, INCLUDING BUT NOT LIMITED TO CONSTRUCTING AND IMPROVING PARKS AND THE ACQUISITION OF LAND AND INTERESTS IN LAND IN CONNECTION THEREWITH; ACQUIRING OPEN SPACE AND CONSERVATION LAND AND ACQUIRING CONSERVATION EASEMENTS ON LAND FOR ANY AUTHORIZED PURPOSES, INCLUDING TO ENSURE ITS AVAILABILITY FOR, RECREATIONAL, OR OPEN-SPACE USE, OR TO PROTECT WILDLIFE HABITAT AND THE WATER QUALITY OF CREEKS, RIVERS AND SPRINGS; PROTECTING NATURAL RESOURCES BY MINIMIZING FLOOD RISKS AND IMPROVING FLOOD SAFETY; IMPROVING CONNECTIVITY THROUGH THE ACQUISITION OF LAND, CONSTRUCTION AND IMPROVEMENT OF TRAILS, SIDEWALKS AND RELATED INFRASTRUCTURE; AND IN PROVIDING FOR THE ABOVE CATEGORIES OF PROJECTS, THE COMMISSIONERS COURT SHALL HAVE THE DISCRETION TO PRIORITIZE SUCH PROJECTS AND TO APPLY BOND AUTHORIZATION IN ACCORDANCE WITH SUCH PRIORITY, AND TO LEVY TAXES, WITHIN THE LIMITS PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, ANNUALLY SUFFICIENT TO PAY THE INTEREST ON THE BONDS AS IT ACCRUES AND TO CREATE A SINKING FUND TO PAY THE PRINCIPAL OF THE BONDS AS IT MATURES?

WHEREAS, the tabulation of the results of the Election was as follows:

\_\_\_\_\_ Votes For

\_\_\_\_\_ Votes Against

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

Section 1. Recitals. The recitals in the preamble hereof are hereby found to be true, and such recital are hereby made a part of this Order for all purpose and are adopted as part of the findings of the Commissioners Court of Hays County, Texas (the “Commissioners Court”).

Section 2. Election Results. The Election was duly called and notice thereof given in accordance with law; the Election was held in the manner required by law; only resident, qualified electors of the County voted at the Election; a written return of the election results was made to the County in accordance with the Election Code; and a majority of the resident, qualified electors of the County voting in the Election, including absentee voting, voted “FOR” Proposition A.

Section 3. Tabulation of Votes. The official returns shall be delivered to the County Clerk, who is hereby directed to enter in the Election register the tabulation of the votes cast for and against the Proposition and to preserve such tabulations as required by law.

Section 4. Notice of Meeting. The Commissioners Court officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was given as required by Chapter 551, Texas Government Code; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 5. Authorization to Execute. The County Judge is authorized to execute, and the County Clerk is authorized to attest and seal this Order on behalf of the Commissioners Court.

Section 6. Effective Date. This Order is effective immediately upon its passage and approval.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED the 10<sup>th</sup> day of November, 2020

COUNTY OF HAYS, TEXAS

---

County Judge

ATTEST:

---

County Clerk and Ex-Officio Clerk  
of the Commissioners Court of  
Hays County, Texas

(SEAL OF COMMISSIONERS COURT)

## CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS                   §  
   §  
COUNTY OF HAYS                   §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on the 10<sup>th</sup> day of November, 2020 in regular session in the regular meeting place of the Court in the County Courthouse (the “Meeting”), which Meeting was at all times open to the public and was held in compliance with the advisory issued by the Office of the Governor, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, thus constituting a quorum. Among other business considered at the Meeting, the attached Order (the “Order”) entitled:

### **ORDER CANVASSING RETURNS AND DECLARING RESULTS OF BOND ELECTION**

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Shell that the Order be passed and adopted. The motion was seconded by Commissioner Smith and carried by the following vote:

\_\_\_ voted “For”           \_\_\_ voted “Against”           \_\_\_ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Hays County, Texas

(SEAL OF COMMISSIONERS 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

Discussion and possible action regarding the installation of a security camera system at the Hays County Historic Courthouse.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

N/A

#### SUMMARY

This is a follow up to conversations had by the Court members in Executive Session over the summer of 2020 regarding the security of the Courthouse.



## 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 appoint Debbie Ingalsbe and Lon Shell to the Core 4 Policy Group; and appoint Michelle Villegas and Lisa Griffin to the Core 4 Task Group.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

SHELL

#### SUMMARY

On or about February 25, 2020, the County executed a Memorandum of Understanding with the City of San Marcos, Texas State University and the San Marcos Consolidated Independent School District for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of all parties or what is now known as the "Core Four".

The representatives of Core Four are now ready to formalize two groups associated with this group:

Core Four Policy Group: This group will meet quarterly after the initial start up to review information from the Core Four Task Group and the direction and progress that the group and Youth Services Director have taken. The County will appoint two members to this group.

Core Four Task Force: This group will meet monthly. The focus of this group is more "boots on the ground" in working with and advising the Youth Services Director on implementing the Youth Master Plan. They will report back to the Core Four Policy Group with what they are working on and will take recommendations from Policy Group. The County will appoint two members to this group.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the final CRF Spending Plan Form related to Hays County's Covid-19 funding allocation for further submission to the Texas Department of Emergency Management (TDEM).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 10, 2020	N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

#### SUMMARY

TDEM has requested all jurisdictions submit a final spending plan by November 13, 2020 identifying all anticipated costs in each applicable category as outlined 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).

The spending plan outlines all expenditures that were previously approved and budgeted in Commissioners Court on June 30th and October 13th. The remaining allocation will be applied to Category 3 (payroll expenses) as allowed per further guidance from the US Treasury Department.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Blair Wildlife Consulting, LLC for Environmental Support Services for the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4).

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

\$37,500

#### LINE ITEM NUMBER

151-756-00.5448

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4) for professional services.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Tammy Crumley/Alexandra Thompson

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The continued support services included in the professional services agreement with Blair Wildlife Consulting, LLC include: general management, administration, research and support services, review and processing of the Regional Habitat Conservation Plan (RHCP) participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

## **PROFESSIONAL SERVICES AGREEMENT**

### **HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Blair Wildlife Consulting, LLC** (hereinafter “Contractor”), whose primary place of business is located at 3815 Dacy Lane, Kyle, Texas 78640, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

#### **1. OVERVIEW**

Perform environmental support services relating to the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects including but not limited to general management, administration, research, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services.

#### **2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Tammy Crumley, Director of Countywide Operations, Alexandra Thompson, Natural Resources Manager, and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

#### **3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

#### **4. DURATION**

The parties agree that the Work shall be completed Three hundred and sixty five days (365) days after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

#### **5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “A.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Thirty seven thousand five hundred dollars (\$37,500 USD) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days

after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

#### **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

#### **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview,"

shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

#### **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

#### **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

#### **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

#### **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

#### **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

#### **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

#### **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

*Signatures by the parties to this Professional Services Agreement follow on the next page.*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Blair Wildlife Consulting, LLC

By: Jennifer Blair, CWB  
Principal



## **EXHIBIT A**

### **Scope of Work & Fee**



October 8, 2020

Mr. Mark Kennedy  
111 E. San Antonio St., Suite 202  
San Marcos, TX, 78666

Delivered via email to [mark.kennedy@co.hays.tx.us](mailto:mark.kennedy@co.hays.tx.us)

Re: Environmental Support Services for the Hays County Regional Habitat Conservation Plan and Other Hays County Projects, in Hays County, Texas (the "Project") Proposal to provide Environmental Support Services (the "Proposal")

Dear Mr. Kennedy,

We are pleased to submit this Proposal to provide Environmental services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the "Agreement") between Blair Wildlife Consulting, LLC ("BWC") and Hays County, Texas (the "Client").

Blair Wildlife Consulting has the resources and experience to make your project a success and limit your financial liability. Our company has the capabilities to provide the following environmental services to include: Endangered Species Assessments, Compliance, Construction Monitoring, Land and Wildlife Management Planning and Implementation, Natural Resources Studies and Services, Project Management, Environmental Assessments, Environmental Impact Studies, Public Meeting and Hearings Coordination, applicable City, County, State (TxDOT) and Federal Permitting, Feasibility Assessments, Schematic Design Analysis and Evaluation, and Cost and Mitigation Estimates requirements.

Our professional biologists are experienced in environmental compliance and are familiar with permitting requirements in Texas for such areas as Clean Water Act (Section 404 and Section 10), Texas Commission on Environmental Quality (TCEQ) Section 401 Water Quality Certification, Section 106, Section 4(f), Section 6(f), Threatened or Endangered Species, NPDES Permits and Waste Discharge Requirements (WDRs), regulated materials, groundwater, and Governmental Entity coordination.

It is our understanding that the Project consists of assisting Hays County on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP). Annual implementation services may include but are not limited to the following: general management, administration, research, and support services, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

## SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows.

### TASK 20010 – HAYS COUNTY RHCP IMPLEMENTATION & SENTINEL PEAK PRESERVE ESTABLISHMENT SUPPORT SERVICES

---

BWC will assist Hays County on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP). Annual implementation services may include but are not limited to the following: general management, administration, research, and support services, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

**TOTAL FEE: \$30,000.00 TIME AND MATERIALS NOT TO EXCEED, WITHOUT PRIOR CLIENT APPROVAL, PLUS REIMBURSABLE EXPENSES**

### TASK 20020 – GENERAL ENVIRONMENTAL SUPPORT SERVICES

---

At the request of the Client(s) on an as needed basis, BWC will provide general environmental support services for Hays County projects associated with environmental scoping, permitting, and/or surveys.

**TOTAL FEE: \$7,500.00 TIME AND MATERIALS NOT TO EXCEED, WITHOUT PRIOR CLIENT APPROVAL, PLUS REIMBURSABLE EXPENSES**

## ADDITIONAL SERVICES

With the exception of the following additional service listed below, all other additional services, as requested by the Client, will be billed on a time-and-materials basis, in accordance with the attached Standard Rate Schedule or a separate proposal will be provided and amended to this Agreement upon approval.

### TASK 20099 – ADDITIONAL ENVIRONMENTAL SUPPORT SERVICES

---

At the request of the Client(s), BWC will provide general environmental support services associated with the proposed project.

## ANTICIPATED SCHEDULE

This proposal can be renewed annually or revised as needed, at the request of the County. We can begin work immediately upon notice to proceed, and conduct any necessary tasks as expeditiously as possible. For federally-listed species Presence/Absence survey needs, surveys will be conducted between March 15 to July 1. Normally, we request 30 days to finish requested tasks/reporting upon completion of field work (if applicable), though report preparation can be expedited, if necessary with advance notice and

coordination associated with the overall project schedule. We understand that these projects will be time sensitive and we will work with you to complete the proposed scope of work as expeditiously as possible.

## ESTIMATED BUDGET

BWC proposes to invoice work performed on a time and materials basis unless otherwise specified below. The estimated budget for each project task is as follows:

TASK	DESCRIPTION	FEE	FEE TYPE	QUANTITY	TOTAL
20010	RHCP Implementation Support Services	\$30,000.00	T&M, NTE	1	\$30,000.00
20020	General Environmental Support Services	\$7,500.00	T&M, NTE	1	\$7,500.00
19099	Additional Environmental Support Services		T&M		
98099	Reimbursable Expenses		AS ACCRUED	AS ACCRUED	AS ACCRUED

## SERVICES THAT ARE NOT PART OF THIS CONTRACT ARE AS FOLLOWS:

- Any additional environmental studies beyond those already outlined. Should additional studies be required not specifically identified above, a separate scope of work and cost estimate would be prepared and submitted to Client
- Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement.

## REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Blair Wildlife Consulting, LLC in the interest of the Project and will be invoiced at the actual cost to Blair Wildlife Consulting, LLC plus ten percent (10%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- » Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs
- » Fees and expenses of special consultants as authorized by the Client

## REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with the Rate Schedule attached hereto.

## CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BWC, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BWC to perform the services described herein. By either countersigning this Proposal or verbally authorizing BWC to proceed, the Client warrants and represents that it has obtained such permission. BWC is not

responsible for any delays to project schedule due to site access limitations. All fees accrued for the project which include mobilization tasks will be billed in addition to the budget identified above, and according to the hourly rate schedule, for any mobilization in which access becomes unavailable after authorization to mobilize has been received.

The Client shall provide the following items upon request of BWC in a timely manner and at no expense to BWC:

- ➔ Digital map files of the proposed project area in a useable GIS format (preferably ArcGIS shapefiles).
- ➔ All relevant environmental reports that have been performed on the subject property, including geologic assessments, karst geological and biological surveys, environmental site assessments, endangered species habitat assessments and surveys, and similar documents. All engineering data and design information provided to BWC by others is assumed to be reliable. BWC will make reasonable effort to ascertain the reliability of any environmental information provided by the client, but may request additional investigation if review of existing information differs from BWC professionals findings and/or opinions. BWC does not warrant the work of third parties supplying information used in the preparation of the reports.
- ➔ Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall be made known to BWC prior to site mobilization.

## OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc, BWC will notify the Client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

BWC's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference. You should read these standard terms and conditions and assure yourself that you understand them prior to accepting this proposal or authorizing BWC to proceed with the performance of the services described herein.

## ASSUMPTIONS AND EXCLUSIONS

- ➔ If not executed on or before October 31, 2020, BWC reserves the right to modify the schedule and budget of this Proposal to reflect current working conditions
- ➔ Right-of-entry onto the subject property will be provided to BWC, including keys or combinations to locked gates. Any restrictions or special access requirements regarding the site shall be made known to BWC prior to site mobilization.
- ➔ Client understands that no warranties or guaranties are expressed or implied by BWC regarding the actions of any government agency, including local, state, or federal agencies, in connection with the project for which the services are performed.

- ➔ Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement are not included.
- ➔ Client understands that revisions to the project after providing notice to proceed requires additional time and materials, and will be billed at an additional cost outside of this current scope of work.
- ➔ Client understands that we are required to report observations of endangered species or their habitat, under certain circumstances, to the U.S. Fish and Wildlife Service, and Client will communicate any concerns regarding such reporting to us prior to notification to proceed.
- ➔ BWC is considered responsible for the performance of only those services described explicitly in this contract. Additional tasks can be performed under a separate agreement or as an addendum to this current contract.
- ➔ This agreement has been prepared for the Client to whom it is addressed. Any reports prepared as part of the services herein shall be for the exclusive use and reliance of said parties and shall not be conveyed to third parties without prior written authorization from BWC.

In the event you wish to accept this proposal, please sign and return one executed original to us. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of Hays County, Texas. Upon written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement between Blair Wildlife Consulting, LLC and Hays County, Texas.

Thank you for the opportunity to assist you with your project needs, and please don't hesitate to contact me if you have any questions or need additional information. We welcome the opportunity to discuss this proposal with you and go over any details about our proposed services and your project concerns. Please call me at 512-415-9772 so we can answer any questions. We look forward to working with you and greatly appreciate your consideration of our services.

Sincerely,

BLAIR WILDLIFE CONSULTING, LLC



Jennifer Blair, CWB  
Principal

Hays County, Texas hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BWC to proceed with the Project.

Hays County, Texas

By: \_\_\_\_\_  
(Signature)

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

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

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



## TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal (the "Proposal") from Blair Wildlife Consulting, LLC, a Texas Limited Liability Corporation ("BWC") to Hays County, Texas (the "Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project") and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BWC and the Client.

1. Scope of Services: BWC will provide the services expressly described in the Proposal (the "Scope"). If in BWC's professional judgment the Scope must be expanded or revised, BWC will forward a change order agreement to the Client that describes the revision to the Scope (the "Change Order") and the increased fee associated therewith. The Client may approve a Change Order in writing, by electronic verification, or orally pursuant to Section 3 below.

2. Standard of Care: The standard of care for all services performed by BWC for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by BWC unless such design or document has been properly signed and sealed by a licensed professional on behalf of BWC.

3. Client's Oral Decisions: The Client or any of its employees or agents with apparent authority may orally and with the express written consent of BWC: (a) make decisions relating to BWC's services under this Agreement, (b) authorize a Change Order and increased fee associated therewith, (c) direct BWC to forward information related to the Project to a third party, or (d) direct BWC to take any reasonable action in the interest of the Project. The Client may, from time to time, limit the authority of any or all persons to act orally on its behalf by providing seven (7) days notice to BWC. If BWC submits a Change Order by giving Notice to the Client then the Change Order shall be deemed accepted by Client unless the Client gives Notice to BWC that it rejects the Change Order not later than 10 business days after the Client receives the proposed Change Order.

4. Fees by Hourly Rate Schedule: If the Client requests BWC to perform services not included in the Proposal or an approved Change Order (including without limitation attending meetings and conferences on an as needed basis with public agencies), Client shall compensate BWC for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BWC may revise its Hourly Rate Schedule in January of each subsequent year.

5. Client Duties and Responsibilities: The Client shall inform BWC of any special criteria or requirements related to the Project or BWC's services and shall, in a timely manner and at its cost, furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. BWC shall bear no responsibility for errors, omissions or additional costs arising out of its reliance upon such information supplied by the Client. Some services included in the Scope may, in BWC's discretion, require a current title report, and if so the Client shall timely and at its cost provide such a current title report to BWC. All off-site easements are the responsibility of the Client. Client shall indemnify and hold harmless BWC from and against any and all claims, demands, losses, costs, and liabilities, including without limitation, reasonable attorney fees and expenses incurred by BWC and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of BWC pursuant to this Agreement.

6. Exclusions from Scope: By way of illustration and not limitation BWC has no obligation or responsibility for the following unless specifically included in the Scope:



# BLAIR WILDLIFE CONSULTING

## TERMS AND CONDITIONS

- a. Favorable or timely comment or action by any governmental entity.
- b. Taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services.
- c. The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface.

7. Payment Terms: BWC will invoice the Client monthly or more frequently based on a percentage of the work completed for fixed fee tasks, number of units completed for unit tasks, and actual hours spent that month for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BWC within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions.

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date and the Client has not timely and in good faith disputed the invoice as provided below, BWC shall have the right at its election by giving notice to Client to either (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BWC on behalf of the Client or any related Client entities, until all invoices are paid in full and BWC has received a retainer in such amount as BWC deems appropriate to be held as described in Section 8 below, or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 11 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. If BWC elects its rights under (a)(i) above BWC shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void, and any future schedule for the performance of services shall require the approval of both Client and BWC.

(b) If Client disputes any invoices submitted to it the Client shall give written notice to BWC within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BWC within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, then the Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BWC shall promptly negotiate in good faith to resolve any disputed portion of an invoice,

8. Retainer. Should (a) the Proposal require a Retainer or (b) BWC have exercised its right to require a Retainer prior to continuing work as provided in Section 7(a)(i) above, the Client shall deliver to BWC by good check a retainer to be held by BWC as an advance against future billings (the "Retainer"). This Retainer is not intended as the regular source of payment for invoices issued under to this Agreement. Instead the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed BWC under this Agreement should Client fail to timely pay invoices in accordance with Paragraph 7. If the retainer is applied during the course of the Agreement Client agrees to promptly replenish the retainer upon request of BWC. Upon the conclusion of this Agreement, or its earlier termination, then (i) the portion of the Retainer, if any, that exceeds the amount owed BWC shall be returned to Client upon request, or (ii) any amount owed BWC in excess of the Retainer shall be paid immediately to BWC by Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BWC by Client with respect to the Project or other projects.

9. Insurance. BWC and its employees are protected by workman's compensation, commercial general liability, and automobile liability insurance policies. Upon request of Client BWC shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on such coverage. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BWC's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BWC may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BWC shall give notice thereof to Client.

10. Potential Liability of BWC. The following provisions shall operate with respect to any potential liability of BWC arising under the Agreement.

# BLAIR WILDLIFE CONSULTING

## TERMS AND CONDITIONS

(a) Client agrees that should it wish to assert that there is a breach, defect, error, omission or negligence in the services performed by BWC that Client believes creates liability on the part of BWC the Client must give written notice to BWC not later than the first to occur of (i) the beginning of any corrective work or (ii) thirty days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BWC shall have the opportunity to participate in decisions regarding the corrective work, and the Client shall insure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BWC and of its officers, directors, partners, employees, agents, and consultants, to Client and anyone claiming through Client shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BWC's comparative degree of fault) that resulted from the error, omission or negligent act of BWC in the performance of services under this Agreement.

(c) To the fullest extent permitted by law BWC and BWC's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

11. Termination: Either party may terminate the provision of further services by BWC under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party the provision of further services under this Agreement may be immediately terminated by the non-breaching party giving notice to the other party, and such notice may be given at any time after such material breach (including less than thirty (30) days after notice of termination for convenience). Client acknowledges that its failure to timely pay undisputed invoices is a material breach. After a termination for convenience the Client shall immediately following the termination date pay BWC for all services performed through the termination date; including reasonable costs of transitioning the Project to a new professional designated by Client, if applicable. Following any termination BWC shall have the right to withhold from the Client the use or possession of data and documents prepared by BWC for the Client under this or any other agreement with the Client, until all outstanding invoices are paid in full. Following any termination by BWC following a material breach by Client BWC shall have the right to withdraw any plans, applications or other documents filed with any governmental agency by BWC in its name on behalf of the Client.

12. Assignment: This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BWC may employ consultants, sub consultants, or subcontractors, as it deems necessary to perform the services described in the scope. Also, BWC may assign its right to receive payments under this agreement.

13. Ownership of Documents and other Rights of BWC: (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by BWC as instruments of service shall remain the property of BWC up until such time as all monies due to BWC have been paid in full. At such time as all monies due to BWC have been paid in full, the Client may take possession of plans, documents and specifications prepared under this Agreement. If requested by BWC the Client (and Client's new professional if applicable) shall execute BWC's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate. If the Client or a party acting on the Client's behalf modifies the plans and specifications or reuses them on a different project the Client agrees to indemnify and hold BWC harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BWC provides Client with plans, information and specifications in an electronic or digital format ("Electronic Data") the Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data. The Client and BWC shall jointly retain all common law, statutory, and other reserved rights, including the copyright to all reports, plans, specifications, computer files, field data, notes and other documents prepared by BWC.

(b) BWC reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BWC for BWC to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

# BLAIR WILDLIFE CONSULTING

## TERMS AND CONDITIONS

14. Covenants Benefiting Third Parties: BWC and Client acknowledge that from time to time third parties may request BWC to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and waiver of certain of BWC's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BWC's sole discretion, and if BWC decides to so execute a Requested Covenant the language, terms and conditions of such Requested Covenant must be acceptable to BWC, at BWC's sole discretion.

15. Applicable Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without giving effect to conflicts of laws principles thereof.

16. Severability: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

17. Entire Agreement and Modification: This Agreement and the attachments hereto contains the entire agreement of BWC and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof. Except for Change Orders authorized by Client either orally or by electronic verification this agreement may be amended, modified, or supplemented, but only in writing signed by all parties hereto. Signature by email transmission is permitted hereunder.

18. Waivers: The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and unless that writing provides otherwise shall waive only one instance of that condition or breach.

19. Notices: Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received when given in person or by a courier or a courier service, (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile, or (c) five business days after being deposited in the mail, certified or registered postage prepaid:

If to Client, addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal;

If to BWC, to the address set forth in the proposal; provided that for any notice given by Client pursuant to Paragraphs 10 or 11 a copy shall be sent to:

Blair Wildlife Consulting, LLC  
c/o Rick C. Reed & Company, PLLC  
321 Cheatham Street  
San Marcos, Texas 78666  
Attn: David Crumbaugh  
Email: david@reedcocpa.com.com

Or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

20. No Third Party Beneficiaries: This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

21. Headings, Counterparts, Certain Rules of Construction: The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include", "including", or "includes" shall be deemed to be followed by the phrase "without limitation". The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of the Client and to bind the Client to all of the terms and conditions of this Agreement. To the extent

# BLAIR WILDLIFE CONSULTING

## TERMS AND CONDITIONS

that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

22. Estimates: Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BWC's judgment as a design professional familiar with the construction industry. Estimates do not represent a guarantee that proposals, bids or the construction cost will not vary from the estimates prepared by BWC. Client acknowledges that BWC has no control over contractors as to cost, timing or quantity matters, and further acknowledges that if Client desires greater accuracy as to construction costs it has the opportunity to employ an independent cost estimator.

23. Use of Work Prepared by Others: If the Scope requires BWC to use work prepared by other parties (e.g. drawings, surveys, computations, calculations, specifications) then unless otherwise disclosed by the Client in writing to BWC the Client warrants and represents that the Client has obtained the full and unconditioned prior written consent from such other party. If the Client discloses that it has not obtained such prior consent then the Client, at its expense, shall use its best efforts to obtain such consent, which consent shall be in a form that, in BWC's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. Unless the Scope specifically provides otherwise, BWC shall not be responsible for the accuracy, completeness, or correctness of work prepared by others.

24. Construction Means and Methods: Client acknowledges that BWC shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or any other person or entity performing work for the Project.

25. Shop Drawing Review: If specifically included in the Scope BWC shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BWC's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features. Client shall provide BWC with sufficient time in BWC's professional judgment to permit adequate review.

26. Plan and Permit Processing: If the Scope includes preparation of plans for review and approval by public agencies, submission and processing of such plans in a manner consistent with a normal course of business is included within the Scope. If the Client requests BWC to expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing other such services, these services will be performed by BWC at Client's request and as hourly rate services under Section 4 above. Except as described otherwise in the Scope, preparation and processing of permit applications will be performed at the Client's request and treated as hourly rate services under Section 4 above.



BLAIR WILDLIFE CONSULTING

## REQUEST FOR INFORMATION

**Client:**

Contact name: \_\_\_\_\_

Legal Entity: \_\_\_\_\_

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

Phone \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Accounts Payable Contact:**

Contact name: \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Billing Information:**

Billing Entity: \_\_\_\_\_

Billing Address: ☐ Same as Legal Entity  
☐ If different, please provide....

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Billing Requirements:**

Invoice Due Date: \_\_\_\_\_

Requirements/Attachments: \_\_\_\_\_

Transmit Invoices Via: ☐ Mail hardcopies to the billing address above  
☐ Transmit electronic copies to:





## 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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

### Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Blair Wildlife Consulting, LLC

Name of Vendor



Signature of Certifying Official

Jennifer Blair, CWB

Printed Name of Certifying Official

Principal

Title of Certifying Official

11/6/2020

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 grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<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.

-- EXHIBIT "C" --

**Additional Terms to the Services provided by Contractor, if any, are as follows:**

**A. N/A**

**B.** \_\_\_\_\_  
\_\_\_\_\_

**C.** \_\_\_\_\_  
\_\_\_\_\_

**D.** \_\_\_\_\_  
\_\_\_\_\_

**E.** \_\_\_\_\_  
\_\_\_\_\_

**F.** \_\_\_\_\_  
\_\_\_\_\_

**G.** \_\_\_\_\_  
\_\_\_\_\_

**H.** \_\_\_\_\_  
\_\_\_\_\_

**I.** \_\_\_\_\_  
\_\_\_\_\_

**J.** \_\_\_\_\_  
\_\_\_\_\_

**K.** \_\_\_\_\_  
\_\_\_\_\_

**L.** \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT D**

**Certificate of Insurance**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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 Local Health Department. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

November 10, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

T. Crumley

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session.