

**Commissioners Court May 18, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **18th day of May 2021**, 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	3-4	Adopt a Proclamation declaring May 2021 as Elder Abuse Month. BECERRA
2	5-6	Adopt a Proclamation declaring May 23-29, 2021 as Search and Rescue Week in Hays County. SHELL
3	7	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA

CONSENT ITEMS

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

4	8	Approve payments of County invoices. VILLARREAL-ALONZO
5	9	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
6	10-23	Approve Commissioners Court Minutes of May 4, 2021 and May 11, 2021. BECERRA/CARDENAS
7	24	Approve the payment of the May 31, 2021 payroll disbursements in an amount not to exceed \$3,975,000.00 effective May 28, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
8	25	Authorize On-Site Sewage Facility Permit for an employee restroom located at 101 Willow Terrace, Kyle TX 78640. JONES/PACHECO
9	26-27	Amend the Transportation Department's budget for road-building materials valued at \$30,200.00 to receive a second round of approximately 400 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through the 2021 TxDOT Surplus Program and add to the department's inventory. JONES/BORCHERDING
10	28-108	Authorize the execution of a contract for the Texas Department of State Health Services (DSHS), FY22/23 Regional and Local Services/System/Local Public Health Services (RLSS/LPHS) renewal award, in the amount of \$102,926.00. BECERRA/T.CRUMLEY
11	109-116	Approve Utility Permits JONES/SMITH/BORCHERDING
12	117-131	Accept the Fiscal Year 2020 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. JONES/VILLARREAL-ALONZO
13	132-168	Accept the Fiscal Year 2020 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082. SMITH/VILLARREAL-ALONZO

ACTION ITEMS

ROADS

14	169-170	Discussion and possible action to call for a public hearing on June 1, 2021 to establish a "No Dumping" zone along both sides of Elm Grove Lane between FM 1626 and the cul-de-sac. JONES/BORCHERDING
15	171	Discussion and possible action to consider the release of the revegetation bond #107226362 in the amount of \$2,990.00 for 6 Creeks subdivision, Phase 1, Section 2. SMITH/BORCHERDING

SUBDIVISIONS

16	172-180	PLN-1611-NP; Oak Terrace Estates (4 lots). Discussion and possible action to consider granting variances from Chapters 721.5.05 and 721.5.07(C) of the Hays County Development Regulations. SHELL/MACHACEK
17	181-184	PLN-1619-PN; Call for a Public Hearing on June 1st, 2021 to discuss approval of the Price Addition, Ph 2, Lots 1 and 2, Replat. SHELL/MACHACEK
18	185-188	PLN-1694; Discussion and possible action to vacate the revised plat of lots 10A & 10B in the Rolling Oaks, Section Three Subdivision. SHELL/PACHECO

MISCELLANEOUS

19	189	Discussion and possible action to establish one Temporary Part-time (20 hr per week) Intern position for the Hays County Child Protective Board effective June 1 through September 30, 2021 and amend the budget accordingly. INGALSBE
20	190	Discussion and possible action to authorize additional hours for the Human Resources Part-time Communications Intern position effective June 1 through September 30, 2021 and amend the budget accordingly. SMITH/MILLER
21	191-192	Discussion and possible action to accept the resignation of County Court at Law #3 Judge, Millie Thompson, and to discuss identification and appointment of a candidate to fill the vacancy until the next general election. BECERRA
22	193-231	Discussion and possible action to authorize the County Judge to execute a Master Services Agreement between Hays County and Halff Associates, Inc., related to program management of the 2020 Parks and Open Space Bond program; and to authorize execution of Work Authorization #1 and Work Authorization #2, associated with said Agreement. SHELL/INGALSBE

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.

23	232	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. BECERRA
24	233	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code consultation with counsel and deliberation regarding employment and duties of all individual positions within the Hays County Auditor's Office. Possible action may follow. INGALSBE

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

25	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
26	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
27	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
28	Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. SMITH

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 14th day of May, 2021

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring May 2021 as Elder Abuse Month.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

May 18, 2021

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



**PROCLAMATION RECOGNIZING MAY 2021 AS
ELDER ABUSE PREVENTION MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of **Hays County** by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas Adult Protective Services Caseworkers in **Hays County** have investigated **541** intakes of which **183** cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in **2020**; and

WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim the month of May 2021 as:

ELDER ABUSE PREVENTION MONTH

in Hays County and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

ADOPTED THIS THE 18th DAY OF MAY 2021

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring May 23-29, 2021 as Search and Rescue Week in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

See attached Proclamation.



**PROCLAMATION DECLARING MAY 23-29, 2021 AS
SEARCH AND RESCUE WEEK IN HAYS COUNTY**

WHEREAS, Every year, over 400,000 individuals go missing in the United States due to criminal activity, mental health problems, medical issues, or natural causes; and

WHEREAS, Communities across Hays County are impacted by missing persons, lost loved ones, and deceased family members; and

WHEREAS, Search and Rescue resources bring closure and aid in the reunification of families; and

WHEREAS, Search and Rescue is not a single agency issue, but rather the amalgamation of Law Enforcement, Fire, EMS, and Search and Rescue organizations that work together to find the missing and to provide closure; and

WHEREAS, Hays County witnessed its most large-scale search and rescue/recovery operation during the 2015 Memorial Day Flood event that impacted communities up and down the Blanco River and required a number of agencies including local Hays County assets, statewide assets, federal assets and volunteer Search and Rescue organizations to help find the missing;

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim May 23-29, 2021 as:

SEARCH AND RESCUE WEEK

AND DOES HEREBY offer its thanks to all the First Responder agencies and Search and Rescue agencies that support and work tirelessly on finding those who are lost and bringing closure to the families of the missing.

ADOPTED THIS THE 18th DAY OF MAY 2021

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Update 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

May 18, 2021

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

May 18, 2021

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

May 18, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of May 4, 2021 and May 11, 2021.

ITEM TYPE

CONSENT

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY



MAY 4, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 4th DAY OF MAY A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ROXANNE RODRIGUEZ

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplain Javier Maldonado of 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

Rodrigo Amaya made a public comment regarding many concerns. Dan Lyon made public comments against the Hays County Appraisal District, and against the county budget. Christine Terrell made a public comment in favor of a Public Defender's Office. Eric Martinez made a public comment requesting the Commissioners court to submit a grant application to TIDC. Karen Munoz made a public comment in favor of a Public Defender's Office. Mike Lee made a public comment in favor of a Public Defender's Office.

36364 ADOPT A PROCLAMATION DECLARING MAY 9-15, 2021 AS POLICE WEEK AND MAY 15, 2021 AS PEACE OFFICERS MEMORIAL DAY.

Sergeant Jeffrey Jordan, Hays County Sheriff Office, spoke to the court regarding the Memorial for Fallen Officers. He announced Hays County will hold a memorial on May 13, 2021 in the Hays County Government Center at 12:00P.M. Sheriff Cutler stated that law enforcement will always be there to serve citizens. Commissioner Ingalsbe thanked all the law enforcement present and serving. Commissioner Jones noted that two officers have been added to the memorial, he hopes no additional names are added. Judge Becerra stated the Commissioners always back up the law enforcement in Hays County. Commissioner Shell noted the sacrifices of the fallen officers and their families. Commissioner Smith spoke about his personal connection to fallen officers. Rodrigo Amaya made a public comment regarding his own family and their service in law enforcement. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring May 9-15, 2021 as Police Week and May 15, 2021 as Peace Officers Memorial Day. All present voted "Aye." MOTION PASSED.**

36365 ADOPT A PROCLAMATION DECLARING MAY 5, 2021 AS CINCO DE MAYO.

Willie Tenorio Jr., Hays County Historic Commission of the Hispanic Heritage Commission, thanked the court for the proclamation. He announced the museum that is reopening today. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation declaring May 5, 2021 as Cinco de Mayo. All present voted "Aye." MOTION PASSED.**

36366 ADOPT A PROCLAMATION BY THE COUNCIL FOR THE INDIGENOUS AND TEJANO COMMUNITY TO RECOGNIZE AND CELEBRATE THE CONTRIBUTIONS OF THE FIRST FAMILIES OF HAYS COUNTY IN THE SPIRIT OF CINCO DE MAYO.

Anita Collins, Executive Assistant to the Hays County Judge, thanked the court for the proclamation. She announced in honor of Cinco de Mayo there are Mexican pastries and refreshments available outside of the Judge's office. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation by the Council for the Indigenous and Tejano Community to recognize and celebrate the Contributions of the First Families of Hays County in the Spirit of Cinco de Mayo. All present voted "Aye." MOTION PASSED.**



MAY 4, 2021

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

Judge Becerra announced that he released a video in collaboration with the Dunbar Heritage Association promoting vaccinations. Mike Jones, Director of the Office of Emergency Services, made announcements on how to contact the county to find vaccination clinics. The number to call is 833-521-2766. He thanked all the county partners for their assistance. Judge Becerra thanked Mike Jones and Tammy Crumley, Director of Countywide Operations. Commissioner Shell noted the hours the phone line is available. Commissioner Ingalsbe thanked Mike Jones and his office for their work. No action was taken.

36367 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36368 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

36369 APPROVE COMMISSIONERS COURT MINUTES OF APRIL 27, 2021.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of April 27, 2021. All present voted "Aye." MOTION PASSED.

36370 APPROVE AND CONFIRM THE APPOINTMENT OF TATE PURYEAR AS A REGULAR FULL-TIME DEPUTY CONSTABLE IN THE HAYS COUNTY CONSTABLE PRECINCT 4 OFFICE.

Constable Ron Hood spoke to the court about Deputy Puryear's years of experience and credentials for his position. Commissioner Smith thanked Deputy Puryear and his family for their service to the county. A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve and confirm the appointment of Tate Puryear as a regular full-time Deputy Constable in the Hays County Constable Precinct 4 Office. All present voted "Aye." MOTION PASSED.

36371 APPROVE AND CONFIRM THE APPOINTMENT OF JAMES V. MORA AS A REGULAR FULL-TIME DEPUTY CONSTABLE AND GABRIEL D. CUNNION AS A RESERVE DEPUTY CONSTABLE IN THE HAYS COUNTY CONSTABLE PRECINCT 2 OFFICE.

Constable Michael Torres introduced Reserve Deputy Cunnion to the court. Reserve Deputy Cunnion stated that he is looking forward to working with the citizens of Hays County and not only Precinct 2 but with the other local law enforcement agencies. A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve and confirm the appointment of James V. Mora as a regular full-time Deputy Constable and Gabriel D. Cunnion as a Reserve Deputy Constable in the Hays County Constable Precinct 2 Office. All present voted "Aye." MOTION PASSED.

36372 AUTHORIZE THE COUNTY JUDGE TO EXECUTE LIABILITY COVERAGE FOR STORAGE TANK SYSTEMS WITH COMMERCE AND INDUSTRY INSURANCE COMPANY.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute liability coverage for storage tank systems with Commerce and Industry Insurance Company. All present voted "Aye." MOTION PASSED.

36373 AUTHORIZE THE EXECUTION OF A RESOLUTION AND THE SUBMISSION OF A RENEWAL GRANT APPLICATION TO THE TEXAS INDIGENT DEFENSE COMMISSION FOR THE INDIGENT DEFENSE COORDINATOR GRANT PROJECT IN THE AMOUNT OF \$77,292 WHERE THE COUNTY WILL PROVIDE A CASH MATCH OF UP TO 60%.



MAY 4, 2021

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a resolution and the submission of a renewal grant application to the Texas Indigent Defense Commission for the Indigent Defense Coordinator grant project in the amount of \$77,292 where the County will provide a cash match of up to 60%. All present voted "Aye." MOTION PASSED.

Clerk's Note: Judge Becerra called for a break that began at 10:20 a.m. and resumed back into open court at 10:30 p.m.

36374 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RESOLUTION AND SUBMIT A GRANT APPLICATION TO THE TEXAS INDIGENT DEFENSE COMMISSION, IMPROVEMENT GRANT PROGRAM FOR THE HAYS COUNTY HOLISTIC PUBLIC DEFENSE OFFICE AND MANAGED ASSIGNED COUNSEL PROGRAM GRANT APPLICATION IN THE AMOUNT OF \$1,085,325.00.

Shannon Fitzpatrick made a public comment in favor of the Public Defender's Office. Tim Buurkemper read a letter from the clergy of the Interfaith Alliance of Families in support of the Public Defender's Office. Commissioner Shell stated the court passed a letter of intent awhile back. He stated a meeting was had last week. The application will be submitted to TIDC if the court supports it. He noted a change made to the resolution to add Samantha Jones as a point of contact. Commissioner Ingalsbe gave thanks to the many people that have worked on the grant application. Commissioner Smith and Commissioner Jones thanked Commissioner Shell and Commissioner Ingalsbe for their work on this item. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Resolution and submit a grant application to the Texas Indigent Defense Commission, Improvement Grant Program for the Hays County Holistic Public Defense Office and Managed Assigned Counsel Program grant application in the amount of \$1,085,325.00. All present voted "Aye." MOTION PASSED.

36375 APPROVE UTILITY PERMITS.

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

36376 AUTHORIZE THE JUSTICE OF THE PEACE PCT. 2 OFFICE TO PURCHASE ONE REPLACEMENT DELL LATITUDE 5420 WITH ACCESSORIES VALUED AT \$1,659.13 UTILIZING THE JUSTICE COURT TECHNOLOGY FUND AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Justice of the Peace Pct. 2 office to purchase one replacement Dell Latitude 5420 with accessories valued at \$1,659.13 utilizing The Justice Court Technology Fund and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36377 AUTHORIZE THE JUSTICE OF THE PEACE PCT. 3 OFFICE TO PURCHASE ONE REPLACEMENT DELL LATITUDE 5520 VALUED AT \$1,243.34 UTILIZING THE JUSTICE COURT TECHNOLOGY FUND AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve authorize the Justice of the Peace Pct. 3 office to purchase one replacement Dell Latitude 5520 valued at \$1,243.34 utilizing The Justice Court Technology Fund and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36378 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LJA ENGINEERING RELATED TO RIGHT OF WAY (ROW) SERVICES ON AN AS-NEEDED BASIS AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024(A)(4).

Commissioner Shell stated the county will need to engage with LJA to acquire several parcels. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute Change Order #1 to the Professional Services Agreement (PSA) between Hays County and LJA Engineering related to Right of Way (ROW) services on an as-needed basis and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). All present voted "Aye." MOTION PASSED.



MAY 4, 2021

- 36379 AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 1 IN THE AMOUNT OF \$108,632.76 TO THE CONSTRUCTION CONTRACT BETWEEN HAYS COUNTY AND JORDAN FOSTER CONSTRUCTION, LLC FOR THE DACY LANE (IFB-2021-B02) PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM.**

Commissioner Jones stated this item is adding road signage which caused a net increase in cost. Commissioner Ingalsbe stated the signage will be useful to the residents in the area. She stated after the construction is complete the signs will be owned by Hays County. Commissioner Jones stated the signs will be put to good use, as there are multiple projects going on simultaneously. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the execution of change order No. 1 in the amount of \$108,632.76 to the construction contract Between Hays County and Jordan Foster Construction, LLC for the Dacy Lane (IFB-2021-B02) Project as part of the Hays County Road Bond Program. All present voted "Aye." MOTION PASSED.

- 36380 ACCEPT THE ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, RELEASE THE LETTER OF CREDIT #1041 IN THE AMOUNT OF \$287,381.45, ACCEPT THE 2-YEAR MAINTENANCE BOND #PB03016800710 IN THE AMOUNT OF \$61,623.61, ACCEPT THE 1-YEAR REVEGETATION BOND #PB03016800710M IN THE AMOUNT OF \$26,929.65, AND ACCEPT THE 5-YEAR PAVEMENT MAINTENANCE BOND #30114352 IN THE AMOUNT OF \$14,659.30 FOR 6 CREEKS SUBD., PHASE 1, SECTION 5A.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to accept the road construction & drainage improvements, release the Letter of Credit #1041 in the amount of \$287,381.45, accept the 2-year maintenance bond #PB03016800710 in the amount of \$61,623.61, accept the 1-year revegetation bond #PB03016800710M in the amount of \$26,929.65, and accept the 5-year pavement maintenance bond #30114352 in the amount of \$14,659.30 for 6 Creeks Subd., Phase 1, Section 5A. All present voted "Aye." MOTION PASSED.

- 36381 ACCEPT FISCAL SURETY FOR THE STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$372,201.25 FOR TRAILS AT WINDY HILL, PHASE 4 SUBDIVISION (BOND NO. 7901063583).**

Commissioner Jones stated this is a normal procedure to accept the bonds and there is full staff recommendation. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept fiscal surety for the street and drainage improvements in the amount of \$372,201.25 for Trails at Windy Hill, Phase 4 Subdivision (Bond No. 7901063583). All present voted "Aye." MOTION PASSED.

- 36382 ACCEPT FISCAL SURETY FOR THE STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$863,725.25 FOR TRAILS AT WINDY HILL, PHASE 5 SUBDIVISION (BOND NO. 7901063582).**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept fiscal surety for the street and drainage improvements in the amount of \$863,725.25 for Trails at Windy Hill, Phase 5 Subdivision (Bond No. 7901063582). All present voted "Aye." MOTION PASSED.

- 36383 APPROVE THE FINAL PLAT FOR THE DELGADO SUBDIVISION; SUB-1239.**

Marcus Pacheco, Director of Development Services, stated this item is for the final plat approval of the Delgado subdivision for a 1-lot plat. The water services will be accomplished by Creedmoor-Maha Water Supply Company, and wastewater will be accomplished by individual on-site sewage facilities. This item has full staff recommendation. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the final plat for the Delgado Subdivision; SUB-1239. All present voted "Aye." MOTION PASSED.

- 36384 ADOPT AND ORDER AUTHORIZING THE SALE OF FIREWORKS BEGINNING THE WEDNESDAY BEFORE THE LAST MONDAY IN MAY AND ENDING AT MIDNIGHT ON THE LAST MONDAY IN MAY 2021.**



MAY 4, 2021

Commissioner Shell stated the court has approved this item in the past. He was contacted by a vendor that requested this item continue. Commissioner Shell noted not many vendors sale during this time, however there are few across the county. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt and order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May 2021. All present voted "Aye."** MOTION PASSED.

DISCUSSION AND POSSIBLE ACTION TO FORM A CITIZENS ADVISORY COMMISSION ON REDISTRICTING.

Rodrigo Amaya made a public comment regarding the committee appointments. Shannon Fitzpatrick, League of Women voters, made a public comment regarding fairness and transparency. Linda Calvert made a public comment regarding redistricting information and broad representation. Larry Calvert made a public comment regarding the identification of communities of interest. Commissioner Smith stated that he is favor of public input and transparency. He noted that he would like some of the input to come back to the court. Commissioner Ingalsbe stated this is her third redistricting since she has been in office. She also agreed that public input is needed. She did request additional information of the committee's charge and what they are expected to do. Judge Becerra stated that he agreed with Linda Calvert. He noted that it is the court's job to make the final decision of the outreach and redistricting. Commissioner Ingalsbe requested additional information regarding the law firm that is partnering with the county for this item. Mark Kennedy, General Counsel, stated that the law firm is working on the GIS information. He stated he would reach out and get more information. Commissioner Jones stated he has been through one redistricting and noted it was difficult. He also requested to have an outline of the committee's goal. He noted he was concerned about the committee having a short period to review information. Commissioner Shell stated there was correspondence with the law firm, and they are not able to begin until September 2021. Commissioner Shell stated that would give the court time to prepare an outline for a citizen's committee, workshops, and overall, more organization. Judge Becerra stated that this item would be brought back to court. He requested Commissioner Shell to assist him in preparing more information. Commissioner Smith stated if the two court members that will not be on a ballot be part of the committee. No action was taken.

36385 ACCEPT A 1,080 SQUARE FOOT EASEMENT VALUED AT \$1,000 FROM THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT LOCATED OFF FM 967 AS PART OF THE 2016 ROAD BOND SAFETY IMPROVEMENT PROJECT.

Commissioner Jones stated this is a donation from the school district to help facilitate some right of way needed for turn lanes. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept a 1,080 square foot easement valued at \$1,000 from the Hays Consolidated Independent School District located off FM 967 as part of the 2016 Road Bond Safety Improvement Project. All present voted "Aye."** MOTION PASSED.

36386 EXECUTE A CONTRACT FOR RFQ 2021-Q06 CDBG ENGINEERING SERVICES BETWEEN HAYS COUNTY AND TRC ENGINEERS, INC. FOR CONTRACTS PROCURED BY THE HAYS COUNTY PURCHASING DEPARTMENT.

Commissioner Shell spoke. Mark Kennedy, General Counsel, stated the contract was reviewed by himself and Jordan Powell, Assistant General Counsel. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to execute a contract for RFQ 2021-Q06 CDBG Engineering Services between Hays County and TRC Engineers, Inc. for contracts procured by the Hays County Purchasing Department. All present voted "Aye."** MOTION PASSED.

ADOPT HAYS COUNTY EMPLOYEE PERSONNEL POLICY REVISIONS.

Rodrigo Amaya made a public comment against the Human Resource Director. Dan Lyon made a public comment against some of the revisions presented in backup. The court and Shari Miller, Human Resources Director, had a lengthy discussion regarding the current insurance options available to military employees, and possible coverage options that have not been used before. Commissioner Jones stated that he would not want to have double coverage. Anita Collins, Executive Assistant of the Hays County Judge, stated that as a veteran she did not have to pay a premium with Tricare (military insurance). She noted that there would be a change in coverage when switching from the county insurance to the military insurance. Commissioner Shell requested to get additional information from Jude Prather, Director of Veterans Department. He suggested contacting someone in the military to get more insurance information with real world scenarios to make the best decision for military families. Shari Miller, Human Resources Director, stated she would bring this item back to court with the additional information that has been requested. No action was taken.



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36387 AUTHORIZE THE EXECUTION OF AMENDMENT NO. 3 TO THE STOP LOSS POLICY BETWEEN HAYS COUNTY AND UNITED HEALTHCARE INSURANCE COMPANY.

Shari Miller, Human Resources Director, stated that Scott Yarbrough is present to answer questions. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of Amendment No. 3 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. All present voted "Aye." MOTION PASSED.

36388 AUTHORIZE THE EXECUTION OF THE FINANCIAL RENEWAL AND TERMS AMENDMENT BETWEEN HAYS COUNTY AND UNITED HEALTHCARE INSURANCE COMPANY.

Shari Miller, Human Resources Director, stated the county pays administrative services fees. She noted that the changes include the stop loss change, premiums for administrative fees were adjusted, implemented Naviguard, pharmacy plan changed to flex standard, virtual visits, and rebates in the pharmacy program. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of the Financial Renewal and Terms Amendment between Hays County and United Healthcare Insurance Company. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 12:45 p.m. and resumed back into open court at 1:25 p.m.

36389 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 2.791 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED AT THE SOUTHEAST CORNER OF RM150 AND RM12, OWNED BY HOWARD LAND & CATTLE, LTD., A TEXAS LIMITED PARTNERSHIP, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED RM12 @ RM150 ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (PARCEL 1A). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 2.791 acres in fee simple from property located at the Southeast Corner of RM150 and RM12, owned by Howard Land & Cattle, Ltd., a Texas limited partnership, and which is required for the construction of the proposed RM12 @ RM150 roadway improvements, and take other appropriate action (Parcel 1A). All present voted "Aye." MOTION PASSED.

36390 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 0.201 ACRE IN FEE SIMPLE FROM PROPERTY LOCATED AT 1027 TWAIN STREET, DRIFTWOOD, TEXAS, OWNED BY HOWARD RANCH GARDENS ASSOCIATION, INC., AND HOWARD LAND & CATTLE, LTD., A TEXAS LIMITED PARTNERSHIP, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED RM12 @ RM150 ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (PARCEL 1B). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.201 acre in fee simple from property located at 1027 Twain Street, Driftwood, Texas, owned by Howard Ranch Gardens Association, Inc., and Howard Land & Cattle, Ltd., a Texas limited partnership, and which is required for the construction of the proposed RM12 @ RM150 roadway improvements, and take other appropriate action (Parcel 1B). All present voted "Aye." MOTION PASSED.



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- 36391 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 0.721 ACRE IN FEE SIMPLE FROM PROPERTY LOCATED AT 23461 RM 150, DRIFTWOOD, TEXAS OWNED BY HOWARD INTEGRITY, LTD., A TEXAS LIMITED PARTNERSHIP, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED RM12 @ RM150 ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (PARCEL 2). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.721 acre in fee simple from property located at 23461 RM 150, Driftwood, Texas owned by Howard Integrity, Ltd., a Texas limited partnership, and which is required for the construction of the proposed RM12 @ RM150 roadway improvements, and take other appropriate action (Parcel 2). All present voted "Aye." MOTION PASSED.

- 36392 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 2.220 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED AT THE SOUTH LINE OF HWY 80 WEST OF NORTH OLD BASTROP HWY, OWNED BY TERTIA JUNE TUCKER EMERSON, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED SHAD GOFORTH SUD - DACY LANE PROJECT ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (SH80, PARCEL 1A). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

Mark Kennedy, General Counsel noted a scrivener's error in the agenda item. It should read Goforth SH 80 Improvement Project. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 2.220 acres in fee simple from property located at the south line of Hwy 80 west of North Old Bastrop Hwy, owned by Tertia June Tucker Emerson, and which is required for the construction of the proposed Goforth SUD - Dacy Lane Project roadway improvements, and take other appropriate action (SH80, Parcel 1A). All present voted "Aye." MOTION PASSED.

- 36393 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 1.2596 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED AT THE WEST LINE OF OLD BASTROP HWY (CR266) SOUTH OF RATTLER ROAD, OWNED SHC HOLDINGS, LLC, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED CR 266 ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (CR266 CENTERPOINT TO RATTLER, PARCEL 20). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 1.2596 acres in fee simple from property located at the west line of Old Bastrop Hwy (CR266) south of Rattler Road, owned SHC Holdings, LLC, and which is required for the construction of the proposed CR 266 roadway improvements, and take other appropriate action (CR266 Centerpoint to Rattler, Parcel20). All present voted "Aye." MOTION PASSED.



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- 36394 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 0.215 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED AT THE WEST LINE OF DACY LANE (CR 205) NORTH OF AMBERWOOD LOOP, OWNED BY TONY BLAIR AND JENNIFER M. BLAIR, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED DACY LANE PROJECT ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (DACY LANE PHASE II). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.215 acres in fee simple from property located at the west line of Dacy Lane (CR 205) north of Amberwood Loop, owned by Tony Blair and Jennifer M. Blair, and which is required for the construction of the proposed Dacy Lane Project roadway improvements, and take other appropriate action (Dacy Lane Phase II). All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #35 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. – WAS PULLED.

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was \$44,680.00 for the week of April 25 – May 1, 2021. The number of outsourced males was 106 inmates and females were 0 inmates. The number of arrests made by agency are as follows; Buda Police Department - 4, Department of Public Safety - 4, Hays County Sheriff's Department - 36, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department - 29, San Marcos Police Department - 44, Texas State Police Department - 2. No action was taken.

Clerk's Note Agenda Item #37 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.

- 36395 DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071.**

Rodrigo Amaya made a public comment regarding the court's preparation for presentations. Louie Bond made a public comment supporting ground water interest and to rescind the proclamation against House Bill 4618 and resubmit a revised proclamation. Susan "Purly" Gates made a public comment for protection of groundwater and rescind the county's resolution against House Bill 4618. Linda Kaye Rogers made a public comment for the court to reconsider their opposition of House Bill 4618 and stated that bill has been change since last presented. Jeff Shaw, Managing Director of Protector Our Water, made a public comment in support the revised House Bill 4618. Commissioner Smith stated that he agreed with Mr. Amaya regarding being prepared. He stated he is reviewing a fifth revision of the bill, which is concerning to him. He stated that he is open to changing his stance after he speaks to other additional stakeholders. Mark Kennedy, General Counsel, recommend that the court attach the bill to any resolution that they pass to the legislation. Mark Kennedy, General Counsel, stated that the court can designate a representative if they choose to. Commissioner Jones stated he would support giving Commissioner Shell and Commissioner Smith the authority to act on behalf of the court for groundwater district. Commissioner Shell stated that the county is needing a functional water district. He noted the current changes that have been made to connection fees would result in less revenue for the water district. Mark Kennedy, General Counsel, passed out a resolution for the court to review. He noted adding the word "proposed" in several sections of the resolution. Commissioner Ingalsbe thanked everyone that came out to speak against this item. She stated she looks forward to continuing their work together. **A motion was made by Judge Becerra, seconded by Commissioner Jones to give Commissioner Shell and Commissioner Smith authority to represent the court in this issue (groundwater district) as long as the substance remains consistent with what the court has shown support for, for the next two-weeks and report any changes or findings to the court. All present voted "Aye." MOTION PASSED.**



MAY 4, 2021

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the Resolution, as amended with the words "proposed substitute", of the Hays County Commissioners Court in support of House Bill 4618 of the 87th Regular Session of the Texas Legislature. All present voted "Aye." MOTION PASSED.

Commissioner Smith spoke to the court regarding his concerns about House Bill 2805. He stated he has an issue with the Travis County seat on WTCPUA. He noted this movement would adversely affect the western part of the county. Judge Becerra requested additional information from Mark Kennedy, General Counsel, regarding the resolution.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve a resolution of the Hays County Commissioners Court in opposition of House Bill 2805 of the 87th Regular Session of the Texas Legislature. All present voted "Aye." MOTION PASSED.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 1:35 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 4, 2021.



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





MAY 11, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 11th DAY OF MAY A.D., 2021, 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 of 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

Michael Lee made public comments regarding the criminal justice system and his support of local law enforcement. Dan Lyon made public comments against the Hays County Appraisal District, and against the county budget. Rodrigo Amaya made public comments regarding the Department of Justice, County Court at Law Judge Millie Thompson, and other county staff.

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

Judge Becerra made an announcement regarding vaccinations available for ages 12 years and older. He noted he has been in contact with the Local Health Department and the Emergency Services office awaiting to hear from the State for the next steps to get the vaccinations administered. Mike Jones, Director of Emergency Services, announced additional clinics and the phone number to contact for home-bound citizens. He stated the phone number is 833-521-2766. The hours to call are Tuesday through Thursday from 12:00 pm - 4:00 pm to schedule for vaccinations. Judge Becerra announced the Dunbar Event for vaccinations will be held from 5:00 pm – 10:00 pm this Thursday May 13, 2021. Commissioner Jones asked a question regarding vaccinations at the Hays Admin building. Mike Jones stated at the HCISD old transportation building, Curative will help administer vaccinations Wednesday through Friday this week from 11:00 am – 7:00 pm. Judge Becerra noted that the county is dependent on private partners for assistance with the pandemic. No action was taken.

36396 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36397 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

36398 APPROVE THE PAYMENT OF THE MAY 15, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,100,000.00 EFFECTIVE MAY 14, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.



MAY 11, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the May 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective May 14, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

36399 AUTHORIZE THE JAIL TO UTILIZE SAVINGS WITHIN THE OFFICE OF THE GOVERNOR, PREPAREDNESS & PREVENTION COVID-19 GRANT TO PURCHASE JANITORIAL SUPPLIES AND AMEND THE BUDGET ACCORDINGLY.

Rodrigo Amaya made a public comment against this item. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Jail to utilize savings within the Office of the Governor, Preparedness & Prevention COVID-19 Grant to purchase janitorial supplies and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36400 APPROVE UTILITY PERMITS.

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

36401 AUTHORIZE THE EXECUTION OF AMENDMENT NO. 2 OF THE FY22 TUBERCULOUS STATE (TB-STATE) WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of Amendment No. 2 of the FY22 Tuberculous State (TB-State) with the Department of State Health Services (DSHS). All present voted "Aye." MOTION PASSED.

36402 AMEND VARIOUS DEPARTMENTAL OPERATING, SPECIAL REVENUE AND CAPITAL PROJECT BUDGETS IN PREPARATION FOR FISCAL YEAR 2021 MID-YEAR FINANCIAL REPORTING.

Rodrigo Amaya made a public comment against this item. Marisol Villarreal-Alonzo, Auditor, stated the capital budget is put on a generic line item, and later moved to a specific line for proper budget reporting. Commissioner Ingalsbe stated these items are approved during budget. The only changes made are to include grant funds. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2021 mid-year financial reporting. All present voted "Aye." MOTION PASSED.

36403 AUTHORIZE THE EXECUTION OF AMENDMENT NO. 4 TO THE GENERAL LAND OFFICE (GLO) CONTRACT NO. 18-421-000-B130 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM HOUSING PROJECTS NON-RESEARCH & DEVELOPMENT 2015 FLOOD ALLOCATION.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the execution of Amendment No. 4 to the General Land Office (GLO) Contract No. 18-421-000-B130 Community Development Block Grant Disaster Recovery Program Housing Projects Non-Research & Development 2015 Flood Allocation. All present voted "Aye." MOTION PASSED.

36404 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 1, TIME EXTENSION, TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND COBB, FENDLEY & ASSOCIATES, INC. FOR RIGHT-OF-WAY SERVICES ON THE RM 967 SAFETY IMPROVEMENTS PROJECT IN PRECINCT 2 AS PART OF THE ROAD BOND PROGRAM.

Dan Lyon made a public comment against this item. Rodrigo Amaya made a public comment against this item. Commissioner Jones stated this project received additional funds from TXDOT for additional work, therefore an extension of time is needed. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute Change Order No. 1, time extension, to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. for Right-of-Way services on the RM 967 Safety Improvements project in Precinct 2 as part of the Road Bond Program. All present voted "Aye." MOTION PASSED.



MAY 11, 2021

36405 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 1, TIME EXTENSION, TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND BGE, INC. FOR THE RM 12 SAFETY IMPROVEMENTS NEAR THE INTERSECTION OF MOUNTAIN CREST AND SKYLINE DRIVE PROJECT IN PRECINCT 3 AS PART OF THE 2016 ROAD BOND PROGRAM.

Dan Lyon made a public comment against this item. Rodrigo Amaya made a public comment against this item. Commissioner Shell stated this project is for preliminary engineering for safety improvements to a state road. He explained that these projects can take years to complete, and sometimes the projects are not started. He noted that this project is not costing the citizens anything. Commissioner Jones noted environment issues come from the state, not from the county. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute Change Order No. 1, time extension, to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3 as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

36406 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO SAN MARCOS TEXAS TAX INCREMENT REINVESTMENT ZONE NO.5.

Commissioner Ingalsbe stated this action was done last year, and due to the impacts of COVID-19 the board decided to bring this back to court to lower the assessment from 75% to 25%. Commissioner Shell stated that the city has requested that the county consider this action again. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute the Third Amendment to the Interlocal Agreement Between Hays County and the City of San Marcos Related to San Marcos Texas Tax Increment Reinvestment Zone No.5. All present voted "Aye." MOTION PASSED.

36407 AUTHORIZE THE ELECTIONS ADMINISTRATION OFFICE TO UPGRADE THE HART VERITY VOTING SYSTEM AND PURCHASE THE HART VERITY DUO GO FOR CURBSIDE VOTING UTILIZING THE CENTER FOR TECH AND CIVIC LIFE (CTCL) GRANT FUNDS AND AMEND THE BUDGET ACCORDINGLY.

Rodrigo Amaya made a public comment against this item. Jennifer Anderson, Elections Administrator, stated this is a required upgrade. The upgrade is certified through the Federal government and the State government. This upgrade includes moving from Windows 7 to Windows 10 and upgraded security features. She stated the vendor has provided a solution for curbside voting. The previous version of curbside was difficult and challenging. This improvement to curbside equipment should make it a little easier to assist citizens. The funds to cover the curbside equipment can be utilized from the remaining Center for Tech and Civic Life (CTCL) grant funds. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Elections Administration Office to upgrade the Hart Verity Voting System and purchase the Hart Verity Duo Go for curbside voting utilizing the Center for Tech and Civic Life (CTCL) grant funds and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 10:03 a.m. and resumed back into open court at 11:30 a.m.

36408 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 PACIFIC BLUE AND PROJECT OUTLOOK. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize execution of a Chapter 381 Agreement between Hays County and 320 Barnes 2020, L.P. as discussed and presented in Executive Session.

- Obligates the developer to construct commercial space valued at \$11 million dollars or more.
- Incentive gives them the time they need to negotiate tenants to occupy the space.

All present voted "Aye." MOTION PASSED.



MAY 11, 2021

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE DELIBERATION REGARDING EMPLOYMENT AND DUTIES OF ALL INDIVIDUAL POSITIONS WITHIN THE HAYS COUNTY TRANSPORTATION DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY ASSOCIATED WITH THE POSAC-RECOMMENDED 2020 PARKS AND OPEN SPACE BOND PROJECTS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

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

Judge Becerra announced no burn ban is needed. 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 \$43,905.00 for the week of May 2 - May 8, 2021. The number of outsourced males was 105 inmates and females were 0 inmates. The number of arrests made by agency are as follows; Buda Police Department - 5, Department of Public Safety - 2, Hays County Sheriff's Department - 60, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Constable Precinct 1 - 1, Kyle Police Department - 28, San Marcos Police Department - 35, Texas State Police Department - 2. No action was taken.

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.

Rodrigo Amaya made a public comment against this item. No action was taken.

DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071.

Rodrigo Amaya made a public comment against Senate Bill 16. No action was taken.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 1:35 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 11, 2021.



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 May 31, 2021 payroll disbursements in an amount not to exceed \$3,975,000.00 effective May 28, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 18, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the May end of month payroll disbursements not to exceed \$3,975,000.00.

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 an employee restroom located at 101 Willow Terrace, Kyle TX 78640.

ITEM TYPE

CONSENT

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marcus Pacheco, Director of Development Services

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Juan Navarro is proposing an OSSF to serve an employee restroom for mobile food vendors. This system will be in lot 27, block 3, section 3 in the Green Pastures Subdivision, and will be served by public water. The system designer, Luz Gomez, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via ET beds for a maximum daily rate of 40 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

Amend the Transportation Department's budget for road-building materials valued at \$30,200.00 to receive a second round of approximately 400 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through the 2021 TxDOT Surplus Program and add to the department's inventory.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 18, 2021	\$30,200.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Transportation Department will receive a second round of road-building materials offered to Hays County by the State through the 2021 TxDOT Surplus Program. This material will be available for use on any county-maintained roadway.

Attachment: TxDOT Surplus Program Work Order

TEXAS DEPARTMENT OF TRANSPORTATION WORK ORDER

Austin District

Location:

Requesting Office:

Contact Information:

2171 Yarrington Road, Kyle, TX. 78640

Hays County (CAP)

Tim Vande Vorde 512-738-0747 / Edward Till 512-353-1061

W.O. # : 1406-04282021

W.O. Date : 4/28/2021

Days to Complete Work Order

14 Days (May 12)

Conversion Rate (Provided by Vendor)
100%

1.45 Tons / Cubic Yards

MMC

CSJ #

6365-23-001

CONTRACTOR

Contractor Name

Vulcan Construction Materials LLC,

ITEM CODE	DESCRIPTION	UOM	QTY	UNIT PRICE	LINE TOTAL
8009-6014	LRA TY II GR DS Delivery Site 2	TONS	400.000	\$ 75.50	\$ 30,200.00
	NIGP 74514630685				
			TOTAL	\$	30,200.00

3. For any Questions or Issues regarding work order, please contact :

Please deliver in end dump trucks for stockpile delivery. Alternate contact is Edward Till 512-353-1061.

Tim Vande Vorde 512-738-0747

TxDOT USE ONLY

Final WO Checklist

Were there liquated damages?

Are DWRs complete?

Was Business Services Contacted?

Yes or NO

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a contract for the Texas Department of State Health Services (DSHS), FY22/23 Regional and Local Services/System/Local Public Health Services (RLSS/LPHS) renewal award, in the amount of \$102,926.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 18, 2021	N/A

LINE ITEM NUMBER

120-675-99-019]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

This renewal contract with the Texas DSHS is to supports the Regional and Local Services/System/Local Public Health Services provided by the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff involved in this program.

The total allocation amount for FY22 (09/01/2021 through 08/31/2022) is \$51,463.00

The total allocation amount for FY23 (09/01/2022 through 08/31/2023) is \$51,463.00

Attachment:

Contact No. HHS001026700001

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001026700001
UNDER THE
REGIONAL LOCAL SERVICES SYSTEM/LOCAL PUBLIC HEALTH SERVICES
GRANT PROGRAM**

I. PURPOSE

The Department of State Health Services (“**System Agency**”), a pass-through entity, and **Hays County Health Department (“Grantee”)** (each a “**Party**” and collectively the “**Parties**”), enter into the following grant contract to provide funding for Local Public Health Services to improve or strengthen local public health infrastructure within the State of Texas (the “**Contract**”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 791 and The Texas Health and Safety Code Chapter 12.

III. DURATION

The Contract is effective on September 1, 2021 and terminates on August 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED TWO THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS (\$102,926.00)**. Grantee is not required to provide matching funds. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

The total allocation amount for FY22 (September 1, 2021 through August 31, 2022) is **FIFTY-ONE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS (\$51,463.00)**.

The total allocation amount for FY23 (September 1, 2022 through August 31, 2023) is **FIFTY-ONE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS (\$51,463.00)**.

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Department of State Health Services
1100 West 49th Street, MC 1990
Austin, Texas 78756
Attention: Elma Medina
elma.medina@dshs.state.tx.us

Grantee

Hays County Health Department
Hays County Government Center
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
Attention: Angela Zena
Angel.zena@co.hays.tx.us

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee

Hays County Health Department
Hays County Government Center
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
Attention: Ruben Becerra, County Judge
judge.becerra@co.hays.tx.us

VII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

VIII. ADDITIONAL GRANT INFORMATION

Grantee Data Universal Numbering System (DUNS) Number: 97494884
Federal Award Identification Number (FAIN): 1NB01OT009193-01-00
Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply):
Preventive Health and Health Services Block Grant –93.991
Federal Award Date: 09/14/2020
Federal Award Period: 10/01/2019 through 09/30/2021
Name of Federal Awarding Agency: Centers for Disease Control and Prevention (CDC)
Awarding Official Contact Information: Shirley K Byrd, Grants Management Officer
2939 Flowers Rd, Mailstop TV-2, Atlanta, GA 30341-5509, Phone: (770) 488-2591

Any updates to the Additional Federal Grant Information will be incorporated into the Contract as of the effective date of the change. DSHS will send written notice of any updates to the Grantee. Any written updates provided by DSHS will control in the event of conflict with the grant information in the Contract.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001026700001**

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY HEALTH DEPARTMENT

Signature

Signature

Ruben Becerra

Hays County Judge

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS001026700001 ARE INCORPORATED BY REFERENCE:**

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

ATTACHMENT C – UNIFORM TERMS AND CONDITIONS - GRANT

ATTACHMENT D – CONTRACT AFFIRMATIONS

ATTACHMENT E – SUPPLEMENTAL AND SPECIAL CONDITIONS

ATTACHMENT F – FEDERAL ASSURANCES

ATTACHMENT G – FFATA CERTIFICATION FORM

ATTACHMENT H – DATA USE AGREEMENT

ATTACHMENTS FOLLOW

I. GRANTEE RESPONSIBILITIES

- A. Grantee shall perform activities in support of the Preventive Health and Health Services Block Grant, Centers for Disease Control and Prevention (“CDC”).
- B. Grantee shall perform the activities required under this Contract in the following county(ies): Hays
- C. Grantee will work to improve or strengthen local public health infrastructure within the State of Texas by:
 - 1. Developing objective(s) to address a public health issue;
 - 2. Utilizing resources provided through this Contract to conduct activities and services that provide or support the delivery of essential public health services;
 - 3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Contract; and
 - 4. Developing strategies to improve the delivery of essential public health service(s) to service area identified in I(B) above.
- D. Grantee will assess, monitor and evaluate the essential public health activities in accordance with the following standards: the National Public Health Performance Standards, approved by the Centers for Disease Control and Prevention Healthy People 2030 (Healthy People) related goals and objectives; System Agency programmatic grant guidance and performance standards relative to the Grantee’s identified scope of work; and federal, state or local laws or regulations governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this section must be pre-approved in writing by System Agency.
- E. Grantee shall implement its approved Project Service Delivery Plan (“PSDP”) contained in its FY22/23 Local Public Health Services Application, which is incorporated herein by reference and made a part of this Contract as if fully set forth herein. The PSDP must include a description of the public health issue(s) or public health program to be addressed by RLSS/LPHS funded staff and measurable objective(s) and activities for addressing the issue. The PSDP must also describe a clear method for evaluating the services that will be provided, as well as recommendations or plans for improving essential public health services delivery based on the results of an evaluation. Any changes to the approved PSDP will require System Agency’s written approval.
- F. Grantee shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Grantee’s PSDP to the LocalPHTeam@dshs.texas.gov and to the System Agency Contract Manager. Grantee shall submit the performance reports by the end of the month following the end of each quarter. Failure to submit a required report of additional requested information by the due date specified in this Contract or upon request constitutes breach of Contract, and

may result in delay payment, and may adversely affect evaluation of Grantee's future contracting opportunities with the department.

- G. Grantee will comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.
- H. Contractor shall maintain an inventory of equipment, supplies (defined as Controlled Assets in the Property Inventory Report Instructions Tab), and real property, and submit an annual cumulative report of the equipment and other property on HHS System Agencies Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email no later than October 15 of each year.
- I. Funding for this Contract is dependent on the award of the applicable federal grant. No FY2022 work may begin and no charges may be incurred until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this **Attachment A** and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) at http://www.System_Agency.state.tx.us/grants/forms/b13form.doc. Voucher and any supporting documentation will be sent by electronic mail to the email address below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and to CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a monthly basis with acceptable supporting documentation for reimbursement of the required services/deliverables, and in accordance with the Budget in **Attachment B** of this Contract.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in

the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

Budget Categories	FY22 Budget Summary	FY23 Budget Summary	2 Year Total Budget
Personnel	\$36,507.50	\$36,507.50	\$73,015.00
Fringe Benefits	\$14,955.50	\$14,955.50	\$29,911.00
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$0	\$0	\$0
Other	\$0	\$0	\$0
Sum of Direct Costs	\$51,463.00	\$51,463.00	\$102,926.00
Indirect Costs	\$0	\$0	\$0
Sum of Total Direct Costs and Indirect Costs	\$51,463.00	\$51,463.00	\$102,926.00
Less Match (Cash or In-Kind)	\$0	\$0	\$0
TOTAL	\$51,463.00	\$51,463.00	\$102,926.00

Contract No. HHS001026700001

Page 1

v. 11.15.2016

HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Deliverable” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
 - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
 - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
 - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING**3.1 FUNDING**

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 SAO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

HEALTH AND HUMAN SERVICES

ATTACHMENT D CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

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

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and

acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184

- **OIG Website:** ReportTexasFraud.com
- **Internal Affairs Email:** InternalAffairsReferral@hhsc.state.tx.us
- **OIG Hotline Email:** OIGFraudHotline@hhsc.state.tx.us.
- **OIG Mailing Address:** Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

41. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

43. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

44. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

45. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

46. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Ruben Becerra

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Physical Street Address

Mailing Address, if different

Phone Number

Email Address

Federal Employer Identification Number

Texas Franchise Tax Number

Date Signed

Hays County Judge

Title of Authorized Representative

City, State, Zip Code

City, State, Zip Code

Fax Number

DUNS Number

Texas Payee ID No. – 11 digits

**Texas Secretary of State Filing
Number**

ATTACHMENT E

Supplemental Conditions

THE FOLLOWING SUPPLEMENTAL CONDITIONS APPLY TO THIS CONTRACT AND MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

Attachment C, HHS Uniform Terms and Conditions – Grant - Version 2.16.1, of this Contract is revised as follows:

1. **Section 3.3, Debt and Deliquesces.** This section is deleted in its entirety.
2. **Section 9.2, Insurance.** This section is modified to add a new Subsection C as follows:
 - C. Notwithstanding the forgoing subsections, if Grantee is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in the Contract should be construed to restrict the Grantee's right to self-insure in accordance with state law, or purchase insurance through the Texas Association of Counties or Texas Municipal League.
3. **Section 9.5, Subsection A, Indemnity.** This subsection is deleted in its entirety and replaced with the following:

A. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, IF GRANTEE IS A STATE AGENCY OR DEPARTMENT, DISTRICT, AUTHORITY, COUNTY, MUNICIPALITY, OR OTHER POLITICAL SUBDIVISION OF THE STATE, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

4. **Section 9.9, Dispute Resolution.** This section is deleted in its entirety and replaced with the following:

9.9 Dispute Resolution

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify the assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing to the assigned contract manager of its plan to seek

bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to the assigned contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing the assigned contract manager within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Health and medical assistance;
- b. Assessment of health and medical needs;
- c. Health surveillance;
- d. Medical care personnel;
- e. Health and medical equipment and supplies;
- f. Patient or community evacuation;
- g. In-hospital care and hospital facility status;
- h. Food, drug and medical device safety;
- i. Worker health and safety;
- j. Mental health and substance abuse;
- k. Public health information;
- l. Vector control and veterinary services; and
- m. Victim identification and mortuary services.

The Grantee has the authority to utilize approximately 5% of staff's time supporting this contract for response efforts. DSHS shall reimburse Grantee up to 5% of this contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Grantee shall maintain records to document the time spent on response efforts for auditing

purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Grantee shall notify the assigned contract manager in writing when this provision is implemented.

SECTION 1.06 INTERIM EXTENSION AMENDMENT

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 1. Continue provision of services in response to a disaster declared by the governor; or
 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

ATTACHMENT FOMB Number: 4040-0007
Expiration Date: 01/31/2019**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Hays County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Hays County	

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

*** APPLICANT'S ORGANIZATION**

Hays County

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: * First Name: Ruben Middle Name:
* Last Name: Becerra Suffix:
* Title: Hays County Judge

* SIGNATURE:

* DATE:

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; width: 100px; height: 1.2em; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; width: 100px; height: 1.2em; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	

Printed Name of Authorized Representative Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative Hays County Judge	Date

Attachment G
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:

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

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

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

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

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

ARTICLE 2. DEFINITIONS

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

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

“**Authorized User**” means a person:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

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

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

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

Section 4.02. Initial Breach Notice.

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

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

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

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

- a. The date the Breach occurred;

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

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

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

Section 4.04. Investigation, Response and Mitigation.

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

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

Section 5.02 HHS Commitment and Obligations

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

Section 5.03 HHS Right to Inspection

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

Section 5.04 Term; Termination of DUA; Survival

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

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

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

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

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

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

Section 5.05 Injunctive Relief

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

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

Section 5.06 Indemnification

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

Section 5.07 Insurance

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

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

Section 5.08 Entirety of the Contract

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

Section 5.09 Automatic Amendment and Interpretation

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

Section 5.10 Notices; Requests for Approval

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

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER

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

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

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

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

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

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

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

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____

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



Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	<input type="radio"/> Yes <input type="radio"/> No
2. Entity or Applicant/Bidder Legal Name	Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees:
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors:
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:
	B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)

- Health Insurance Portability and Accountability Act (HIPAA) data
- Criminal Justice Information Services (CJIS) data
- Internal Revenue Service Federal Tax Information (IRS FTI) data
- Centers for Medicare & Medicaid Services (CMS)
- Social Security Administration (SSA)
- Personally Identifiable Information (PII)

HIPAA
☐CJIS
☐IRS FTI
☐CMS
☐SSA
☐PII
☐

Other (Please List)

7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))

Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.

Total #
(Sum a-d)

0

a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.

b. Servers. Number of Servers that are not in a data center or using Cloud Services.

c. Cloud Services. Number of Cloud Services in use.

d. Data Centers. Number of Data Centers in use.

8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:Select Option
(a-d)

a. 499 individuals or less

b. 500 to 999 individuals

c. 1,000 to 99,999 individuals

d. 100,000 individuals or more

- ☐ a.
☐ b.
☐ c.
☐ d.

9. HIPAA Business Associate Agreement

a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?

- ☐ Yes
☐ No

b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)

- ☐ Yes
☐ No
☐ N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'

a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?

- ☐ Yes
☐ No
☐ N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<p><input type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <p><input type="checkbox"/></p>
<p>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature**3. Title****4. Date:**

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐DFPS: ☐DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

--	--	--	--	--	--	--	--	--	--

PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

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

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information* **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrm.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

Certificate Of Completion

Envelope Id: F63BB942D789446C8729006C63F0DC8A

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Commission

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Ruben Becerra

Sent: 5/11/2021 3:47:08 PM

judge.becerra@co.hays.tx.us

Viewed: 5/11/2021 4:00:02 PM

Hays County Judge

Hays County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Gruber

david.gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

CMS Inbox

COPIED

Sent: 5/11/2021 9:02:51 AM

cmucontracts@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Yvonne Alba yvonne.alba@hhsc.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2021 9:02:50 AM
Elma Medina elma.medina@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2021 9:02:51 AM
Amy Wolf amy.wolf@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2021 3:47:08 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2021 9:02:51 AM
Payment Events	Status	Timestamps

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

May 18, 2021

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

SMITH

SUMMARY

Permit #:

TRN-2021-4314-UTL

TRN-2021-4326-UTL

Road Name:

Four Star Blvd. (Trench)

Algaroba Loop (Bore)

Utility Company:

TGS (Gas)

Goforth SUD (Irrigation)



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) 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 5/10/2021 .

Utility Company Information:

Name: TGS

Address: 5613 Ave F Austin TX

Phone:

Contact Name: Garland Wolcott

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2021-4314-UTL

Type of Utility Service: 4 inch polyethylene gas main

Project Description:

Road Name(s): Rocky Ridge Trail 500-400 blocks, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☐

Boring

☒

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. [unclear]".

Engineering Technician

05/11/2021

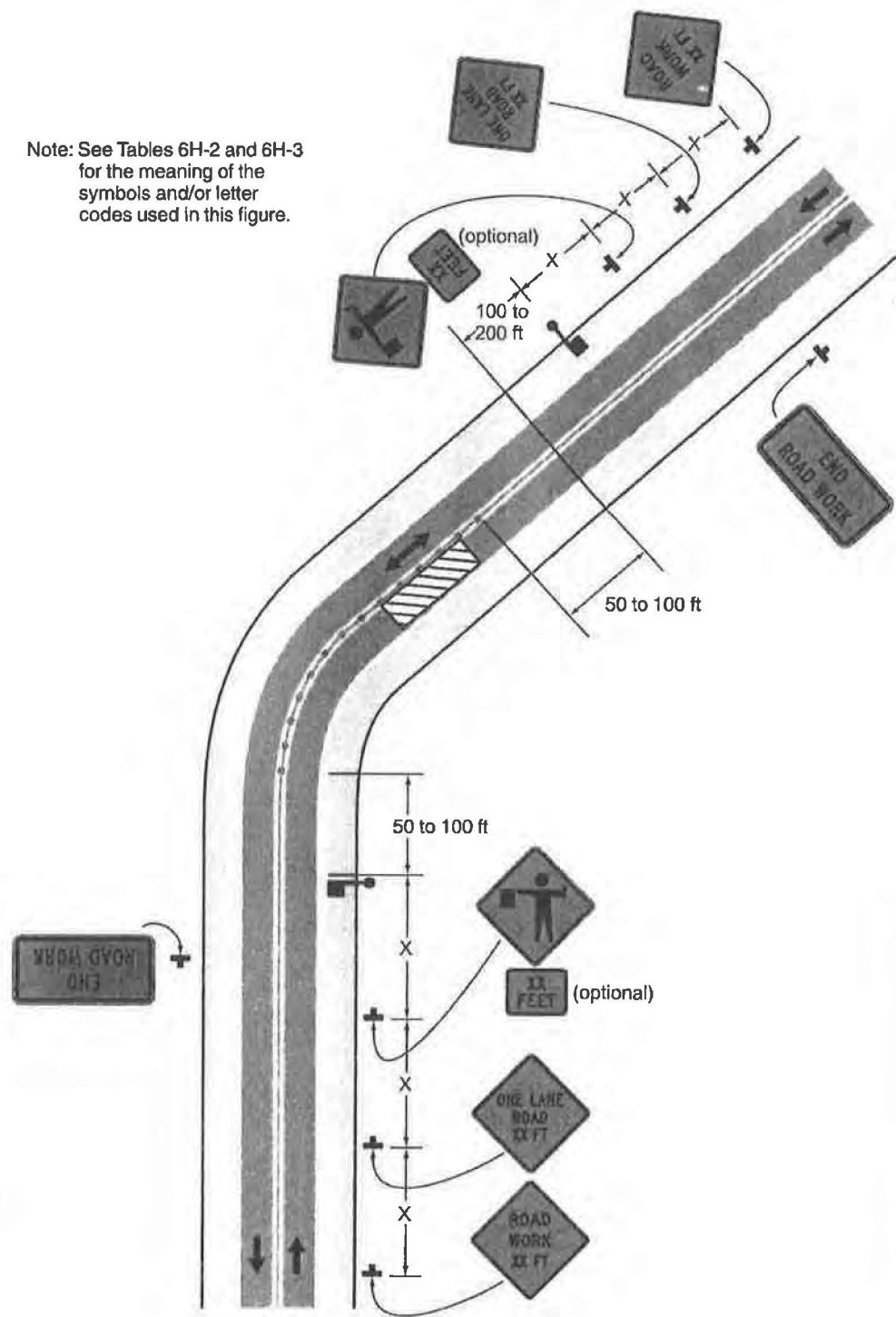
Signature

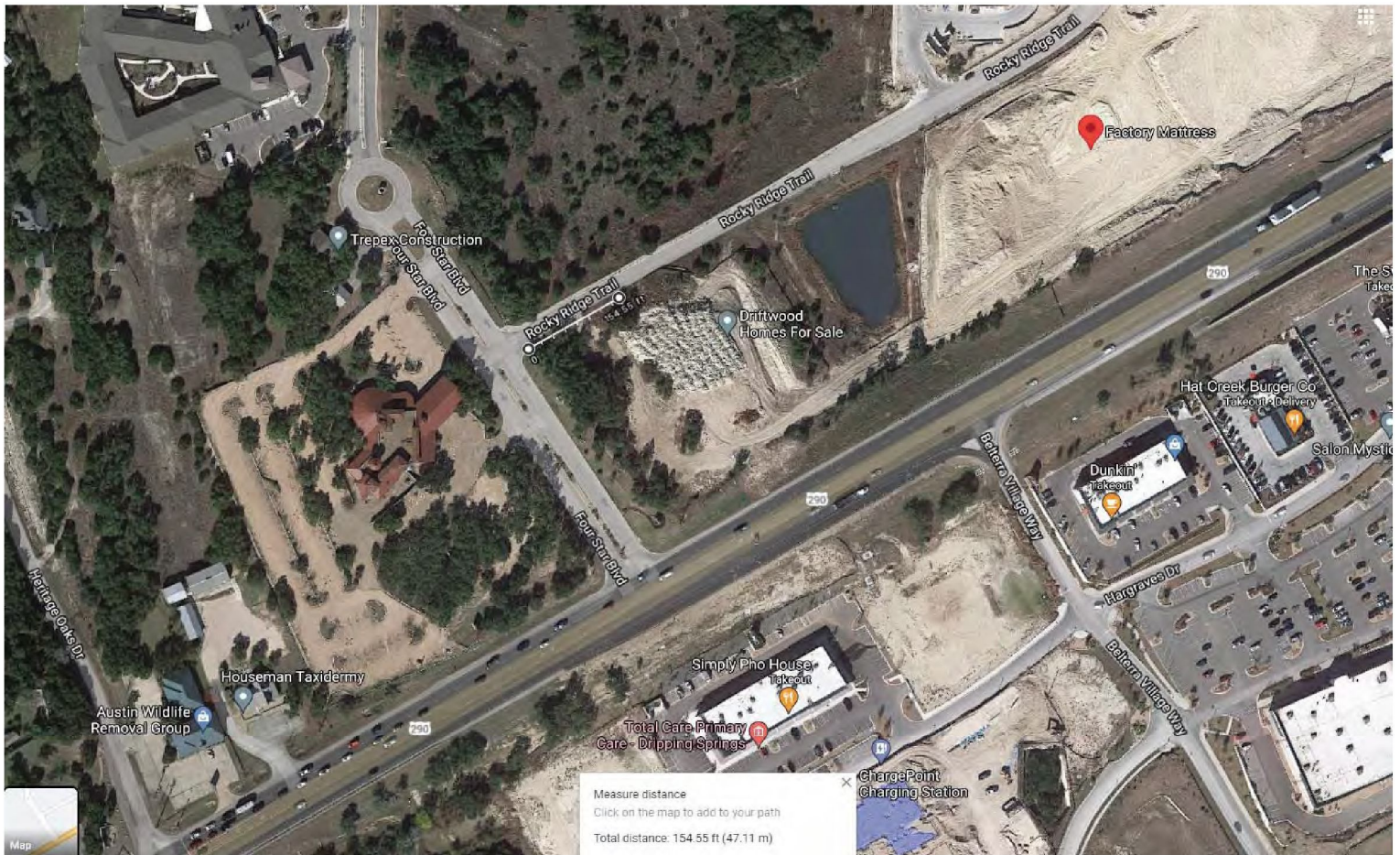
Title

Date

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

**Typical Application 10**







Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) 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 5/29/2021 .

Utility Company Information:

Name: GOFORTH SUD

Address: 8900 Neiderwald Strasse Neiderwald TX

Phone: 5126444640

Contact Name: Mario Tobias

Engineer / Contractor Information:

Name: Scarborough Lane Development Inc

Address: 16880 Addison Rd Addison TX 75001

Phone: 5122177614

Contact Name: Dennis Guerra

Hays County Information:

Utility Permit Number: TRN-2021-4326-UTL

Type of Utility Service: Water

Project Description:

Road Name(s): Algaroba Loop (Phase 3. Section 3), Baretta Loop (Phase 3. Section 4), , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. Bell".

Engineering Technician

05/11/2021

Signature

Title

Date

The map displays the Lakewood Ranch area, showing a grid of streets and lot numbers. Major roads include Lakewood Ranch Blvd, Lakewood Ranch Loop, and Lakewood Ranch Way. Lot numbers are printed on the map, and a small blue arrow points to a specific location near the center of the map.

SUNFIELD PHASE 3 SECTION 4



0 50 100 150 Feet

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2020 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached.

**Hays County
Emergency Services District #9**

**Annual Financial Report
For the Year Ending**

September 30, 2020

JANSEN AND GREGORCZYK

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

INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
Hays County Emergency Services District #9

We have audited the accompanying financial statements of the governmental activities of Hays County Emergency Services District #9 (the District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

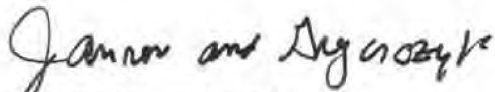
Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Hays County Emergency Services District #9, as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-5 and 13 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Jensen and Gregorczyk
Kyle, Texas

March 29, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9 MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2020

Our discussion and analysis of the Hays County Emergency Services District #9's (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2020. Please read it in conjunction with the District's financial statements, which follow this section.

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

FINANCIAL HIGHLIGHTS

- During the year, the District had expenses of \$2,734,426 compared to total revenues of \$2,957,831 resulting in an increase in net assets of \$223,405 for the year ended September 30, 2020.
- The District's cash and investments balance increased by \$202,833 for the fiscal year.
- The District contributed \$2,621,139 for EMS purposes.

USING THIS ANNUAL REPORT

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

Reporting the District as a Whole

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

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

THE DISTRICT AS A WHOLE

The District's total net assets increased by \$223,405 in the year ended September 30, 2020. Our analysis of the District's activities below focuses on net assets (Table 1) and the changes in net position (Table 2).

Table 1

	<u>2020</u>	<u>2019</u>
Current Assets	\$ 1,207,341	\$ 981,261
Total Assets	<u>1,207,341</u>	<u>981,261</u>
Current /Noncurrent Liabilities	<u>2,675</u>	<u>-</u>
Total Liabilities	<u>2,675</u>	<u>-</u>
Net Assets:		
Unreserved	<u>1,204,666</u>	<u>981,261</u>
Total Net Position	<u>1,204,666</u>	<u>981,261</u>

Table 2

Revenues		
Ad Valorem Taxes	\$ 2,953,608	\$ 2,626,741
Interest & Misc.Income	<u>4,223</u>	<u>21,298</u>
	<u>2,957,831</u>	<u>2,648,039</u>
Expenses		
District Contract Expenses	2,621,139	2,449,190
ESD 5 Cost Sharing	35,000	42,150
Profesional Services	24,162	25,532
Election Costs	27,436	-
Tax Collection Fees	20,428	21,417
Training	3,492	1,789
Insurance	<u>2,769</u>	<u>2,569</u>
Total Expenses	<u>2,734,426</u>	<u>2,542,647</u>
Change in Net Position	223,405	105,392
Net Position - Beginning	<u>981,261</u>	<u>875,869</u>
Net Position - Ending	<u>\$ 1,204,666</u>	<u>\$ 981,261</u>

Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements were \$1,204,666 at September 30, 2020.

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

Fund Budgetary Highlights

The Board of Commissioners did not make budget increases during the year. The analysis of the budget is reflected on the Schedule of Revenues, Expenditures and Changes in Net Position-Budget and Actual-(Non-GAAP Budgetary Basis) following the Notes to the Financial Statements.

Revenues over expenses increased by \$142,677 during the year. Expenditures were \$142,512 less than budget and revenue was \$165 more than budgeted mainly due to budgeting for a reserve and there was no expense.

Capital Asset and Debt Administration

Capital Assets

The District had no fixed assets as of September 30, 2020.

Debt Administration

The District had no debt as of September 30, 2020.

Economic Factors and Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2019 budget and tax rates. One of those factors is the economy and estimated needs to operate the District in the coming year.

This part of the county continues to grow, which provides some property tax revenue growth to offset inflationary trends in operating costs. As with many local government entities, the growth provides funding to help offset inflationary trends with existing programs, but it often leaves little funds available for new or enhanced programs or services.

Contacting the District's Financial Management

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

Carla Sisk, Treasurer
Hays County ESD#9
210 W. Moore St.
Kyle, TX 78640

Hays County Emergency Services District #9
Statement of Net Position and Governmental Funds Balance Sheet
As of September 30, 2020

	General Fund	Adjustments (Note 5)	Statement of Net Assets
ASSETS			
Cash	\$ 198,900		\$ 198,900
Investments	947,927		947,927
Taxes receivable	60,514	-	60,514
Total Assets	<u>\$ 1,207,341</u>	<u>\$ -</u>	<u>\$ 1,207,341</u>
LIABILITIES			
Current Liabilities:			
Accounts Payable	2,675	-	2,675
Total liabilities	<u>2,675</u>	<u>-</u>	<u>2,675</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	60,514	(60,514)	-
FUND BALANCES/NET POSITION			
Fund Balances			
Fund balance - unassigned	1,144,152	(1,144,152)	
	<u>\$ 1,207,341</u>		
NET POSITION			
Unrestricted		1,204,666	1,204,666
TOTAL NET POSITION			<u>\$ 1,204,666</u>

See accompanying notes to the financial statements

Hays County Emergency Services District #9
Statement of Activities and Governmental Funds Statement
of Revenues, Expenditures and Changes in Fund Balances
For the Year ended September 30, 2020

	General Fund	Adjustments (Note 5)	Statement of Activities
Expenses:			
District Contract Expenses	\$ 2,621,139		\$ 2,621,139
Tax Services	20,428	-	20,428
ESD 5 Cost Share Expenses	35,000		35,000
Professional Services	24,162		24,162
Election Costs	27,436		27,436
Training	3,492		3,492
Insurance	2,769		2,769
Total expenses	<u>\$ 2,734,426</u>		<u>\$ 2,734,426</u>
General revenues:			
Ad Valorem Tax Revenues	2,930,411	23,197	2,953,608
Interest Income	4,223		4,223
Total general revenue	<u>\$ 2,934,634</u>		<u>\$ 2,957,831</u>
Change in net position/fund balance	200,208	24,786	223,405
Net position/fund balance - beginning	943,944		981,261
Net position/fund balance - ending	<u><u>\$ 1,144,152</u></u>		<u><u>\$ 1,204,666</u></u>

See accompanying notes to the financial statements

Hays County Emergency Services District #9

Notes to the Financial Statements

For The Year Ending September 30, 2020

Note 1 Summary of Significant Accounting Policies

The accounting policies of the Hays County Emergency Services District #9 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

A. The Reporting Entity

Hays County ESD #9 is the local government agency responsible for Emergency Medical Services to a large portion of eastern and southern Hays County, including the Cities of Kyle, Uhland and Neiderwald. ESD #9 was approved by voters in the 2016 November general election and began contracting for services with San Marcos Hays County EMS on Feb 1st 2018.

Hays County ESD #9 is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets these requirements for inclusion in Hays County ESD #9 financial statements.

The District is governed by a five-member board of emergency services commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

B. Government-Wide Financial and Fund Financial Statements

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

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

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

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

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

D. Cash and Cash Equivalents

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

E. Net Position

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

F. Estimates

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

G. Deferred Outflows/Inflows of Resources

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

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

The District reported unavailable revenue in the form of property taxes as Deferred Inflows of Resources in the Statement of Net Position. Deferred Inflows arise when potential revenue does not meet both the

measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considered to have been for prior year services.

Note 2 – Cash Deposits and Investments

The District's deposits exposed to concentrations of credit risk consist of cash, which is deposited in one major financial institution. At September 30, 2020, the carrying amount of the District's cash deposits was \$1,146,827 and the bank balance was \$1,147,927. The District has pledged securities for amounts in excess of FDIC coverage.

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

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

Note 3 - Property Taxes

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of value. Property Taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2018 levy was \$.0598 per \$100 of value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

Note 4 – Adjustments to Convert Fund Statements to Government-Wide

Unrestricted fund balance - governmental fund	\$ 1,144,152
Increase net position for capital assets not reported in the governmental funds	-
Debt service not included in general fund	-
Taxes receivables deferred in the fund financial statements and in the government-wide financial statements	60,514
Net position - governmental activities	<u>\$ 1,204,666</u>
Net change in fund balance - governmental fund	200,208
Capital outlays recognized as expenditures in the fund financial statements	-
Depreciation expense not recognized in the fund financial statements	-
Long-term debt principal payments are recognized as expenditures in the fund financial statements	-
Interest expense not recognized in the General Fund	-
Net increase in tax receivable deferred in the fund financial statements and not in the government-wide financial statements	23,197
Change in net position - governmental activities	<u>\$ 223,405</u>

NOTE 5 – Budget Variances

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

NOTE 7 – Subsequent Events

The board has reviewed subsequent events from year end to the date of this report, March 29, 2021 and no material issues were found.

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

SUPPLEMENTARY SCHEDULES

Hays County Emergency Services District #9
 Budgetary Comparison Schedule
 General Fund
 For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad Valorem Tax Revenues	\$ 2,934,469	\$ 2,934,469	\$ 2,930,411	\$ (4,058)
Interest Income	-	-	4,223	4,223
Total general revenue	<u>2,934,469</u>	<u>2,934,469</u>	<u>2,934,634</u>	<u>165</u>
Expenditures:				
District Contract Expenses	2,621,138	2,621,138	2,621,139	(1)
Tax Services	24,500	24,500	20,428	4,072
ESD 5 Cost Share Expenses	35,000	35,000	35,000	-
Professional Services	29,000	29,000	24,162	4,838
Training	1,800	1,800	3,492	(1,692)
Election Costs	40,000	40,000	27,436	12,564
Insurance	3,000	3,000	2,769	231
Reserve	122,500	122,500	-	122,500
Total Expenditures:	<u>2,876,938</u>	<u>2,876,938</u>	<u>2,734,426</u>	<u>142,512</u>
Net change in fund balance	57,531	57,531	200,208	142,677
Beginning fund balance	<u>943,944</u>	<u>943,944</u>	<u>943,944</u>	<u>-</u>
Ending fund balance	<u>\$ 1,001,475</u>	<u>\$ 1,001,475</u>	<u>\$ 1,144,152</u>	<u>\$ 142,677</u>

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2020 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

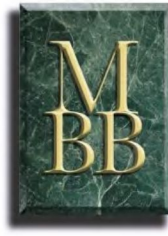
SMITH

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report is attached.



Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #6

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of the Hays County Emergency Services District #6 (District) for the year ended September 30, 2020, and have issued our report thereon dated April 14, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information related to the planned scope and timing of our audit in our engagement letter to you dated January 5, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. 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. 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.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal 2020. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.



Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the useful lives of fixed assets is based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the key factors and assumptions used to develop the estimated useful lives of fixed assets (and related accumulated depreciation) in determining that they are reasonable in relation to the financial statements taken as a whole.

For purposes of measuring the net pension asset/liability, deferred inflows and outflows of resources related to pensions and pension expense, management's estimates have been determined on the same basis as they are reported by the Texas County and District Retirement System (TCDRS) and the Texas Emergency Services Retirement System (TESRS). The District's net pension asset/liability was determined by an actuarial valuation as of December 31, 2019 for TCDRS and an actuarial valuation as of August 31, 2020 for TESRS. We evaluated the key factors and assumptions used to develop the valuation and the accrual in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 14, 2021.



Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the District’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We applied certain limited procedures to the management’s discussion and analysis, the general fund budgetary comparison schedule, and the schedules of changes in the net pension liability and related ratios-TCDRS, the schedule of contributions-TCDRS, the schedule of proportionate share of net pension liability-TESRS, the schedule of contributions-TESRS, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the Board of Fire Commissioners and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

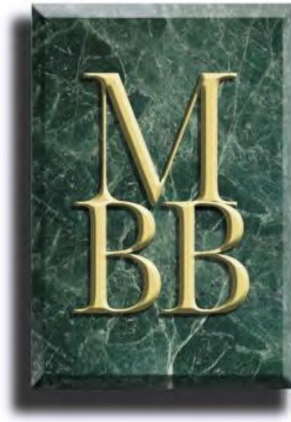
April 14, 2021
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

UNCORRECTED MISSTATEMENTS

SEPTEMBER 30, 2020

	<u>Debit</u>	<u>Credit</u>
Prepaid Insurance	19,041	
Insurance Expense		4,768
Beginning Fund Balance		14,273
<i>To accrue prepaid insurance</i>		
Accrued Leave	16,776	
Wages		16,776
<i>To adjust accrued leave to actual</i>		
Fixed Assets- Construction Work in Progress	95,367	
Retainage payable		95,357
<i>To record retainage on construction contract</i>		



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

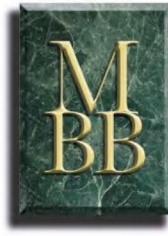
INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

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Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #6

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #6 (District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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



Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in the net pension liability and related ratios-TCDRS, the schedule of contributions-TCDRS, the schedule of proportionate share of net pension liability and-TESRS, the schedule of contributions-TESRS, and the budgetary comparison information on pages 3 through 8 and on pages 27 through 30 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

April 14, 2021
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6 MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) SEPTEMBER 30, 2020

The following is a narrative overview and analysis of the financial activities of Hays County Emergency Services District #6 ("the District") for the fiscal year ended September 30, 2020. This discussion and analysis are intended to serve as an introduction to the District's basic financial statements, which have the following components: (1) management's discussion and analysis (MD&A), (2) government-wide and fund financial statements, (3) notes to the financial statements, and (4) budget comparison.

Financial Highlights

- The District's ad valorem tax rate increased to 8.85¢ per \$100 of assessed valuation for the fiscal year ended September 30, 2020. The statutory limit, as established by the State of Texas constitution, is 10¢ per \$100 of assessed valuation.
- Overall, the district incurred a net increase to the fund balance of \$3,020,118. The increase was more than prior year increases due to increased ad valorem and sales tax revenue. Total expenses increased by \$1,062,695 from prior year mainly due to an increase in depreciation, interest, and vehicle and fire/rescue operations.
- Cash and other assets increased by \$7,160,755 as a result of an increase in short-term investments and tax receivables.
- The District increased its lease and loan debt by \$6,409,564 as a result of purchasing new capital assets including the construction of a new station which was not complete as of September 30, 2020.

Explanation of the Financial Statements

The MD&A is intended to serve as an introduction to the basic financial statements of the District. The basic financial statements are comprised of two components: 1) government-wide and fund financial statements, and 2) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets, deferred outflows, liabilities, and deferred inflows, with the net difference reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: uncollected property taxes).

Because the District's principal source of revenues are ad valorem and sales taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2020**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the Governmental Fund.

Governmental Fund: The Governmental Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the Governmental Fund financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the Governmental Fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the Governmental Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Fund balance sheet and the Governmental Fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets plus deferred outflows less liabilities and deferred inflows) was \$11,955,363 as of the year ended September 30, 2020. Capital assets, net of depreciation and related debt, accounted for \$(500,945) of net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression services to the community. The remaining balance of net position of \$12,456,308 is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position at the government-wide reporting level because the District engages in no business-type activities. The tables below summarize the financials of the District at September 30, 2020.

	September 30,	
	2020	2019
Assets:		
Current	\$13,616,471	\$6,455,716
Capital assets	9,628,751	7,120,062
Total Assets	23,245,222	13,575,778
Deferred Outflows- related to pensions	327,328	368,826

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2020**

	September 30, 2020	2019
Liabilities:		
Accounts payable & accrued liabilities	863,907	634,955
Long-term:		
Accrued leave	188,935	145,492
Loans	10,129,696	3,720,132
Net pension liabilities	283,486	365,802
Total Liabilities	11,466,024	4,866,381
Deferred Inflows -related to pensions	151,163	142,978
Net Position:		
Investment in Cap Assets Net of Debt	(500,945)	3,399,930
Unrestricted	12,456,308	5,535,315
Total Net Position:	\$11,955,363	\$8,935,245
Revenues:		
Ad Valorem tax revenues	\$5,728,713	\$4,488,410
Sales tax revenue	1,964,779	1,394,268
Interest Income	80,409	117,452
Grants and other Income	400,688	148,904
Total Revenues	8,174,589	6,149,034
Expenses:		
Public safety	4,904,336	3,951,042
Interest on long-term debt	250,135	140,734
Total Expenses	5,154,471	4,091,776
Increase in Net Position	3,020,118	2,057,258
Net Position, end of year	8,935,245	6,877,987
Net Position, beginning of year	\$11,955,363	\$8,935,245

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2020**

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2020, the District's only Governmental Fund was the General Fund, and it reported an ending cash and short-term investments balance of \$13,065,920, an increase of \$6,930,658 from September 30, 2019. The total ending fund balance was \$12,822,478, of which \$3,834,574 was unassigned and unencumbered, and available for spending at the District's discretion. \$8,987,904 of the General Fund ending fund balance was assigned at year-end for a combination of reserve funds, debt service and capital projects.

Purpose of Organization

The District operates under the provisions of Chapter 775 of the Health and Safety Code. The District was established to arrange for fire and rescue protection services within its boundaries. The district handles all financial matters for the fire departments. The District governs six fire stations located in the county: North Hays, Henly, Henly South, East, Central and Driftwood. The District has both paid and volunteer staff and is funded primarily by the collection of taxes.

General Fund Budgetary Highlights

The General Fund had total revenues less than expenditures of \$1,018,761. The reasons for the budget difference included the following:

- Ad Valorem and sales tax revenue were greater than expected.
- Grants and other income were greater than expected.
- The District recorded the purchase of capital assets that were more than budgeted and overall operating expenses were less than budgeted. Additionally, there were proceeds from debt that were not budgeted.

Capital Assets

The District's investment in capital assets at September 30, 2020, net of accumulated depreciation, totaled \$9,628,751 an increase of \$2,508,689. Capital assets are classified as trucks and equipment, furniture, buildings, land and construction in progress, as shown below:

	September 30,	
	2020	2019
Trucks and Equipment	\$ 3,922,425	\$ 900,206
Furniture	137,856	153,514
Buildings	2,570,442	2,665,031
Land	633,012	633,012
Construction in Progress	2,365,016	2,768,299
	<u>\$ 9,628,751</u>	<u>\$ 7,120,062</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6 MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) SEPTEMBER 30, 2020

Equipment: Equipment is primarily comprised of fire suppression apparatus and the equipment associated with those apparatus. The construction work in progress relates to the construction of a new fire station expected to be completed the next year.

Buildings: Buildings are comprised principally of six fire stations.

Land: The District's investment in land at September 30, 2020 of \$633,012 was for three tracts of land. One three acre tract was purchased for \$57,000 on which the North Station was constructed. The other tract was purchased for \$9,696, on which the Henly South Fire Station was constructed. In prior years the district received \$262,670 in contributed property from the North Hays County VFD for land for the expansion and building of new admin offices. The land for the Henly Station and the Driftwood Station was donated to the Henly Volunteer Fire Department and the Driftwood Volunteer Fire Department, respectively. The District has ground leases with each department for use of the land for the respective fire stations. The East Station was built in a condominium association development, and the land for the building was included in the cost of the building. In fiscal year 2018 land was purchased for the new East Station for \$303,646.

Long-Term Debt

The District's long-term debt at September 30, 2020, net of the current portion, totaled \$9,161,869 for loans and mortgages. The current portion of the long-term debt was \$967,827. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the "Debt Service Ratio") at 35% or less with the ad valorem tax rate at 8.85¢ per \$100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District's ability to service the debt and still be able to pay annual operating expenses. The District's Debt Service Ratio is shown below:

	2020	September 30, 2019	2018
Total Debt Service	\$ 1,791,233	\$ 617,320	\$ 323,029
Total Revenues	8,174,589	6,149,034	4,701,281
Debt Service Ratio	21.91%	10.04%	6.87%

Economic Factors, Future Years' Budgets and Tax Rates

North Hays County continues to grow, which provides some property tax revenue growth to offset inflationary trends in operating costs. As with many local government entities, the growth provides funding to help offset inflationary trends with existing programs, but it often leaves little funds available for new or enhanced programs or services.

The tax rate of 8.85¢ per \$100 of assessed valuation can be maintained at the current level of paid vs. volunteer firefighters. However, as the growth of the population overtakes the ability of volunteers to provide the level of service required by the community, the District will need to assess a higher tax rate to pay for the cost of a larger paid staff. The maximum tax rate available to the District is 10¢ per \$100 of assessed valuation.

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2020**

Therefore, the District is paying close attention to the balance between debt service, operating cost and labor costs to continue the operations needed in the community.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in them. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Hays County ESD #6
PO Box 112
Dripping Springs, TX 78620

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 2)	Statement of Net Position
ASSETS			
Cash	\$ 516,233		\$ 516,233
Short-term investments	12,549,687		12,549,687
Sales taxes receivable	430,326		430,326
Ad Valorem property taxes receivable	120,225		120,225
Capital assets:			
Land and construction in progress	-	2,998,028	2,998,028
Other capital assets, net of depreciation	-	6,630,723	6,630,723
	-		9,628,751
	<u>13,616,471</u>		<u>23,245,222</u>
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	190,332	190,332
Difference actual and projected plan earnings	-	717	717
Changes in assumptions	-	707	707
Contributions	-	135,572	135,572
	-		327,328
	<u>\$ 13,616,471</u>		
LIABILITIES			
Accounts payable	\$ 615,678		615,678
Accrued interest payable		190,139	190,139
Accrued payroll and benefits	58,090		58,090
Long-term liabilities:			
Due within 1 year: loans payable		967,827	967,827
Due in more than 1 year:			
Loans payable	-	9,161,869	9,161,869
Accrued leave	-	188,935	188,935
Net pension liability-TCDRS		151,381	151,381
Net pension liability-TESRS	-	132,105	132,105
	<u>673,768</u>		<u>11,466,024</u>
DEFERRED INFLOWS OF RESOURCES			
Differences between expected and actual experience	-	113,552	113,552
Net difference actual and projected plan earnings	-	31,518	31,518
Changes in assumptions	-	6,093	6,093
Unavailable revenue - property taxes	120,225	(120,225)	-
	<u>120,225</u>		<u>151,163</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - committed for reserve funds	3,501,342	(3,501,342)	
Fund balance - committed for capital projects	5,044,296	(5,044,296)	
Fund balance - committed for debt service	442,266	(442,266)	
Fund balance - unassigned	3,834,574	(3,834,574)	
	<u>12,822,478</u>	<u>(12,822,478)</u>	
	<u>\$ 13,616,471</u>	<u>(13,616,471)</u>	
NET POSITION			
Net investment in capital assets		(500,945)	(500,945)
Unrestricted		12,456,308	12,456,308
			<u>\$ 11,955,363</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2020

	General Fund	Adjustments (Note 2)	Statement of Activities
Expenditures/expenses:			
Labor & benefits			
Salaries & wages	\$ 2,241,817	\$ 43,443	\$ 2,285,260
Employee benefits	247,644	(32,633)	215,011
Medical	180,385		180,385
Payroll processing	11,269		11,269
Payroll taxes	179,549		179,549
	<u>2,860,664</u>		<u>2,871,474</u>
Fire department operations			
Buildings	66,699		66,699
Fire/Rescue operations	380,183		380,183
Depreciation	-	772,060	772,060
Training	68,758		68,758
Vehicle operations	289,331		289,331
Utilities	59,115		59,115
	<u>864,086</u>		<u>1,636,146</u>
District expenses			
Communications	43,771		43,771
Computer and internet	27,883		27,883
Dues	47,859		47,859
Insurance	140,526		140,526
Sales tax election			-
Office expenses	12,881		12,881
Professional services	84,211		84,211
Tax services	39,585		39,585
	<u>396,716</u>		<u>396,716</u>
Capital outlay	<u>3,280,749</u>	(3,280,749)	<u>-</u>
Debt service			
Interest expense	151,745	98,390	250,135
Principal payments	1,541,098	(1,541,098)	-
	<u>1,692,843</u>		<u>250,135</u>
	<u>9,095,058</u>		<u>5,154,471</u>
General revenues:			
Ad Valorem tax revenues	5,688,489	40,224	5,728,713
Sales tax revenues	1,964,779		1,964,779
Interest income	80,409		80,409
Grants and other income	400,688		400,688
Total general revenues	<u>8,134,365</u>		<u>8,174,589</u>
Revenue over/(under) expenditures	<u>(960,693)</u>		<u>3,020,118</u>
Other financing sources:			
Proceeds from debt	<u>7,950,662</u>	(7,950,662)	<u>-</u>
Net change in fund balance/net position	<u>6,989,969</u>		<u>3,020,118</u>
Beginning fund balance/net position	<u>5,832,509</u>		<u>8,935,245</u>
Ending fund balance/net position	<u>\$ 12,822,478</u>		<u>\$ 11,955,363</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Northwest Hays County Rural Fire Prevention District #4 was confirmed by election in July 1984 and effectively began operations on July 1, 1985. On July 28, 2001 the District converted the Northwest Hays County Rural Fire Prevention District #4 to the Northwest Hays County Emergency Services District #5 and then on October 1, 2006, the District was renamed as the Hays County Emergency Services District #6 (the District) and is operating under the provisions of Chapter 775 of the Health and Safety Code. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire departments. The District is not included in any other governmental reporting entity.

On October 13, 2004, Hays County Fire & Rescue (HCFR) was incorporated under section 501(c)(3) of the Internal Revenue code. As of October 1, 2007 the HCFR was dissolved and all assets and liabilities of became the responsibility of the District.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

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

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

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

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

COMPENSATED ABSENCES

Full-time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24 / 48 hour shift schedule. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave. If unused, the leave will be paid to the employee.

ESTIMATES

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

NET POSITION

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

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$2,500 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Trucks and equipment	10 years
Furniture and equipment	10 years
Building	25-40 years

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 10 for more information.

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items which qualify for reporting in this category. Unavailable revenue is reported only in the governmental funds balance sheet.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The governmental funds report unavailable revenue from property taxes. These amounts are deferred and recognized as an inflow in the period that they become available. The other item is pension related items reported in the government-wide financial statements. See Note 10 for more information.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and the Texas Emergency Services Retirement System (TESRS) and additions to/deductions from those plans' fiduciary net position have been determined on the same basis as they are reported by TCDRS and TESRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCDRS and TESRS are reported at fair value.

NOTE 3: DEPOSITS

At September 30, 2020, the carrying amount of the District's cash deposits was \$516,233 and the bank balance was \$556,852. All of the District's deposits were fully collateralized with securities held by the pledging financial institution.

NOTE 4: INVESTMENTS

The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in the Texas Local Government Investment Pool (TexPool). TexPool investments are carried at amortized cost, which approximates fair value. The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller. TexPool is a 2(a)7 like fund, which means that it is structured similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00, although this cannot be fully guaranteed. TexPool is rated AAAM (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2020, the TexPool portfolio had a weighted average maturity of 37 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	\$633,012	\$0	\$0	\$633,012
Construction work in progress	<u>2,768,299</u>	<u>2,075,960</u>	<u>(2,479,243)</u>	<u>2,365,016</u>
	<u>3,401,311</u>	<u>2,075,960</u>	<u>(2,479,243)</u>	<u>2,998,028</u>
<u>Capital assets being depreciated:</u>				
Trucks and equipment	5,117,986	3,635,601	0	8,753,587
Furniture and equipment	592,454	48,431	0	640,885
Buildings	<u>3,651,179</u>	<u>0</u>	<u>0</u>	<u>3,651,179</u>
	<u>9,361,619</u>	<u>3,684,032</u>	<u>0</u>	<u>13,045,651</u>
<u>Accumulated depreciation</u>				
Trucks and equipment	(4,217,780)	(613,383)	0	(4,831,163)
Furniture and equipment	(438,939)	(64,089)	0	(503,028)
Buildings	<u>(986,149)</u>	<u>(94,588)</u>	<u>0</u>	<u>(1,080,737)</u>
Total accumulated depreciation	<u>(5,642,868)</u>	<u>(772,060)</u>	<u>0</u>	<u>(6,414,928)</u>
Total capital assets	<u>\$7,120,062</u>	<u>\$4,987,932</u>	<u>(\$2,479,243)</u>	<u>\$9,628,751</u>

NOTE 6: BUDGET VARIANCES

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were no current year amendments. Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, ad valorem and sales tax revenues, as well as grants and other income were higher than budgeted, while operations expenditures were less than anticipated, and capital outlay and debt service were more than anticipated.

NOTE 7: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2019 levy was \$0.0885 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 8: LONG-TERM LIABILITIES

<u>Loans</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
95060	\$292,000	2022	2.75%	\$64,860	\$0	\$20,868	\$43,992
95244	240,000	2024	3.25%	76,506	0	76,506	0
95243	500,000	2024	3.25%	177,379	0	177,379	0
58116	239,837	2020	3.67%	37,249	0	37,249	0
1885140001	1,400,000	2028	3.36%	883,708	0	883,708	0
97050	192,822	2021	3.00%	80,430	0	39,675	40,755
8385	650,000	2025	3.80%	650,000	0	82,797	567,203
8461	1,750,000	2025	3.80%	1,750,000	0	222,916	1,527,084
2928	870,000	2028	2.79%	0	870,000	0	870,000
8862	580,662	2024	2.85%	0	580,662	0	580,662
362912	<u>6,500,000</u>	2040	2.85%	<u>0</u>	<u>6,500,000</u>	0	<u>6,500,000</u>
	<u>\$13,215,321</u>			<u>\$3,720,132</u>	<u>\$7,950,662</u>	<u>\$1,541,098</u>	<u>\$10,129,696</u>

All loans are secured by the underlying asset (property or equipment) acquired. The loan agreements have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments.

Maturities of long-term debt as of September 30, 2020 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$967,827	\$308,951	\$1,276,778
2022	888,971	281,892	1,170,863
2023	888,381	253,343	1,141,724
2024	905,976	225,025	1,131,001
2025	922,800	195,245	1,118,045
2026-2030	2,305,741	645,190	2,950,931
2031-2035	1,625,000	375,877	2,000,877
2036-2040	<u>1,625,000</u>	<u>141,021</u>	<u>1,766,021</u>
	<u>\$10,129,696</u>	<u>\$2,426,544</u>	<u>\$12,556,240</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 8: LONG-TERM LIABILITIES

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$145,492</u>	<u>\$174,724</u>	<u>(\$131,281)</u>	<u>\$188,935</u>

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$12,822,478
Increase net position for capital assets not reported in the fund financial statements	9,628,751
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	120,225
Long-term liabilities not reported in the fund financial statements	(10,602,117)
Accrued interest expense on long-term debt not reported in the fund financial statements	(190,139)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>176,165</u>
Net position - governmental activities	<u>\$11,955,363</u>
Net change in fund balance - governmental fund	\$6,989,969
Change in long-term taxes receivable deferred in the fund financial statements	40,224
Proceeds from debt recognized as other financing source income not reported in the government-wide financial statements	(7,950,662)
Depreciation expense not recognized in the fund financial statements	(772,060)
Long-term debt principal payments and change in accrued interest recognized as expenditures in the fund financial statements	1,541,098
Change in accrued interest expense on long-term debt not reported in the fund financial statements	(98,390)
Change in accrued leave not reported in the fund financial statements	(43,443)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension liability and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements.	32,633
Capital outlays recognized as expenditures in the fund financial statements	<u>3,280,749</u>
Change in net position - governmental activities	<u>\$3,020,118</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM (TCDRS)

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

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

Employee deposit rate	7%
District contribution rate	7.86%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

Employees Covered

As of the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	15
Active employees	35

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 7.86%. The District's contributions to TCDRS for the year ended September 30, 2020 were \$150,611, which equaled the required contribution.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

Net Pension Liability/(Asset)

The District's net pension liability (asset) of \$151,381 for TCDRS at September 30, 2020 was measured as of December 31, 2019. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2019
Actuarial cost method:	Entry age normal
Investment rate of return (8.00% rate of return plus 0.10% adjustment gross of administrative expenses):	8.10%
Inflation:	2.75%
Projected Salary Increases:	4.90% average
Mortality rates	RP-2014 mortality tables projected with 110% of MP-2014 Scale after 2014

Actuarial assumptions used in the December 31, 2019 valuation were based on the results of an actuarial experience study for the period January 1, 2013 through December 31, 2016.

Discount Rate

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

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

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
U.S. Equities	14.50%	5.20%
Private Equity	20.00%	8.20%
Global Equities	2.50%	5.50%
International Equities-Developed	7.00%	5.20%
International Equities-Emerging	7.00%	5.70%
Investment-Grade Bonds	3.00%	-0.20%
Strategic Credit	12.00%	3.14%
Direct Lending	11.00%	7.16%
Distressed Debt	4.00%	6.90%
REIT Equities	3.00%	4.50%
Master Limited Partnerships	2.00%	8.40%
Private Real Estate Partnerships	6.00%	5.50%
Hedge Funds	8.00%	2.30%

Pension Plan Fiduciary Net Position

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

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

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

	1% Decrease <u>(7.10%)</u>	Discount Rate <u>(8.10%)</u>	1% Increase <u>(9.10%)</u>
District's net pension liability (asset)	<u>\$595,166</u>	<u>\$151,381</u>	<u>(\$201,297)</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/(Asset) (a)-(b)</u>
Balance at December 31, 2018	<u>\$1,526,684</u>	<u>\$1,315,365</u>	<u>\$211,319</u>
Changes for the year:			
Service cost	233,634	0	233,634
Interest on total pension liability	142,533	0	142,533
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	58,280	0	58,280
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	(1,350)	(1,350)	0
Benefit payments	0	0	0
Administrative expenses	0	(1,378)	1,378
Member contributions	0	130,885	(130,885)
Net investment income	0	215,736	(215,736)
Employer contributions	0	139,673	(139,673)
Other	<u>0</u>	<u>9,469</u>	<u>(9,469)</u>
Balance at December 31, 2019	<u>\$1,959,781</u>	<u>\$1,808,400</u>	<u>\$151,381</u>

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

For the year ended September 30, 2020, the District recognized pension expense of \$114,931. At September 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$113,552	\$190,332
Changes in actuarial assumptions	\$5,877	\$707
Net difference between projected and actual earnings	\$25,226	\$0
Contributions subsequent to the measurement date	N/A	\$123,122

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

\$123,122 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2021. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended December 31:

2021	(\$368)
2022	(2,365)
2023	7,390
2024	(16,219)
2025	3,418
Thereafter	<u>54,528</u>
	<u>\$46,384</u>

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS)

Plan Description

The District provides pension benefits for eligible volunteer emergency services personnel who are members in good standing with the District. The Fire Fighters' Pension Commissioner is the administrator of the TESRS, a cost-sharing multiple employer pension system established and administered by the State of Texas to provide pension benefits for emergency services personnel who serve without significant monetary remuneration. TESRS was created by Senate Bill 411, 65th Legislature, Regular Session (1977), and established the applicable benefit provisions. The 79th Legislature, Regular Session (2005), recodified the provisions and gave TESRS Board of Trustees authority to establish vesting requirements, contribution levels, benefit formulas and eligibility requirements by board rule. TESRS issues a publicly available annual financial report that includes financial statements and RSI for TESRS, as well as detailed explanations of the contributions, benefits and actuarial methods and assumptions used by the plan. This report may be obtained by calling 800-919-337. The report is also available on TESRS' website at www.tesrs.texas.gov

Benefits Provided

The benefit provisions include retirement benefits as well as death and disability benefits. Members are 50% vested after the tenth year of service, with the vesting percent increased 10% for each of the next five years of service so that a member becomes 100% vested within 15 years of service. Upon reaching age 55, a vested member may retire and receive a monthly pension equal to his vested percentage multiplied by six times the governing body's average monthly contribution over the member's years of qualified service.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

For each year of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. In addition, member districts may purchase prior service credit for service with the participating department before the department began participating in the plan that is not buyback service and that does not count as qualified service. There is a separate benefit formula for this prior service.

On and off duty death and on duty disability benefits are dependent on whether or not the member was engaged in the performance of duties at the time of death or disability. Death benefits include a lump-sum amount and continuing monthly payments to a member's surviving spouse and dependent children.

Contributions

Contributions are not required by individual members of participating departments. The governing bodies of participating departments are required to contribute at least the minimum prescribed amount per month for each active member and may contribute more. The contribution requirement per active emergency services personnel member per month is not actuarially determined. Rather, the minimum contribution provisions were set by the Board.

Additional contributions may be made by a governing body to pay for granting credit for service before the department began participating in TESRS (prior service). The State may also be required to make annual contributions up to a limited amount to make the TESRS actuarially sound. The expected contributions from the state are appropriations equal to (1) the maximum annual contribution (one-third of all contributions to the System by governing bodies of participating departments in a year) as needed in accordance with state law governing the System, and (2) approximately \$675,000 each year to pay for part of the System's administrative expenses. For the fiscal year ended September 30, 2020, the District's contributions to TESRS were \$24,450.

Pension Liability

At September 30, 2020, the District reported a liability of \$132,105 for its proportionate share of the TESRS net pension liability. The net pension liability was measured as of August 31, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of August 31, 2020. The District's proportionate share of the net pension liability for the plan as of August 31, 2020 was .524%.

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

For the year ended September 30, 2020, the District recognized pension expense of \$27,497. At September 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$6,292	\$0
Changes in actuarial assumptions	\$216	\$0
Net difference between projected and actual earnings	\$0	\$717
Contributions subsequent to the measurement date	N/A	\$12,450

\$12,450 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended August 31:

2021	(\$5,621)
2022	(1,154)
2023	4,542
2024	<u>(3,558)</u>
	<u>(\$5,791)</u>

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Valuation Date:	8/31/2020
Measurement Date:	8/31/2020
Actuarial Cost Method:	Entry Age Normal
Investment Rate of Return	7.5%
Inflation	3.00%
Projected Salary Increases:	N/A
Mortality Rates:	PubS-2010 mortality tables using projection scale MP-2019

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

The long-term expected rate of return on the TESRS pension plan investments was determined to be 7.5% using a building-block method in which the expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These components are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and expected arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Equities		
Large cap domestic	20%	5.83%
Small cap domestic	10%	5.94%
Developed international	15%	6.15%
Emerging markets	5%	7.25%
Global infrastructure	5%	6.41%
Real estate	10%	4.48%
Multi asset income	5%	3.84%
Fixed income	30%	1.99%

Discount Rate

The discount rate used to measure the total TESRS pension liability was 7.5%. No projection of cash flows was used to determine the discount rate because the August 31, 2020 actuarial valuation showed that expected contributions would pay the normal cost and amortize the unfunded actuarial accrued liability in 30 years using the level dollar amortization method. Because of those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of Net Pension Liability to Changes in the Discount Rate

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

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLANS

	1% Decrease (6.5%)	Discount Rate (7.5%)	1% Increase (8.5%)
Proportionate share of net pension liability	<u>\$254,523</u>	<u>\$132,105</u>	<u>\$47,050</u>

Pension Plan Fiduciary Net Position

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

NOTE 11: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,600 member cities/political subdivisions located throughout Texas. The District pays premiums for its general liability, property, auto and workers' compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 12: COMMITMENTS

In August 2018, the District executed a contract for architectural services for an estimated fee of \$420,000. As of year-end September 30, 2020, \$302,400 had been incurred under the contract.

In March 2020, the District executed a contract for construction services for a fee of \$6,228,654. As of year-end September 30, 2020, \$1,907,139 had been incurred under the contract.

NOTE 13: SUBSEQUENT EVENTS

Subsequent to year-end, the District purchased approximately 21 acres of land for future construction for a purchase price of \$1,400,000.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED SEPTEMBER 30, 2020*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Total pension liability	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Service cost	\$107,101	\$143,696	\$151,459	\$152,595	\$174,124	\$233,634
Interest on total pension liability	38,428	55,563	52,496	72,963	98,003	142,533
Effect of plan changes	0	(28,447)	0	0	157,946	0
Difference between expected & actual experience of the total pension net liability	84,087	(201,441)	(23,097)	71,555	61,963	58,280
Changes of assumptions	0	1,412	0	(8,394)	0	0
Benefit payments, including refunds of employee contributions	<u>(8,021)</u>	<u>(38,094)</u>	<u>(12,806)</u>	<u>0</u>	<u>(2,253)</u>	<u>(1,350)</u>
Net change in total pension liability	221,595	(67,311)	168,052	288,719	489,783	433,097
Total pension liability-beginning	<u>425,845</u>	<u>647,440</u>	<u>580,129</u>	<u>748,181</u>	<u>1,036,900</u>	<u>1,526,683</u>
Total pension liability-ending (a)	<u>\$647,440</u>	<u>\$580,129</u>	<u>\$748,181</u>	<u>\$1,036,900</u>	<u>\$1,526,683</u>	<u>\$1,959,780</u>
Plan fiduciary net position						
Contributions-employer	\$81,461	\$80,886	\$88,212	\$92,954	\$103,867	\$139,673
Contributions-employee	65,889	71,793	76,741	89,235	103,009	130,885
Net investment income	23,351	(13,683)	45,760	122,335	(18,659)	215,736
Benefit payments, including refunds of employee contributions	(8,021)	(38,094)	(12,806)	0	(2,253)	(1,350)
Administrative expenses	(332)	(408)	(498)	(748)	(1,057)	(1,378)
Other	<u>(23)</u>	<u>(49)</u>	<u>13,592</u>	<u>2,435</u>	<u>6,209</u>	<u>9,469</u>
Net change in plan fiduciary net position	162,325	100,445	211,001	306,211	191,116	493,035
Plan fiduciary net position-beginning	<u>344,266</u>	<u>506,591</u>	<u>607,036</u>	<u>818,037</u>	<u>1,124,248</u>	<u>1,315,364</u>
Plan fiduciary net position-ending (b)	<u>\$506,591</u>	<u>\$607,036</u>	<u>\$818,037</u>	<u>\$1,124,248</u>	<u>\$1,315,364</u>	<u>\$1,808,399</u>
Net pension liability (a) - (b)	<u>\$140,849</u>	<u>(\$26,907)</u>	<u>(\$69,856)</u>	<u>(\$87,348)</u>	<u>\$211,319</u>	<u>\$151,381</u>
Plan fiduciary net position as a percentage of the total pension liability	78.25%	104.64%	109.34%	108.42%	86.16%	92.28%
Covered employee payroll	\$1,098,156	\$1,196,552	\$1,250,292	\$1,487,258	\$1,716,808	\$1,869,789
Net pension liability as a percentage of covered-employee payroll	12.83%	-2.25%	-5.59%	-5.87%	12.31%	8.10%

Note: * The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available. The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2020 Valuation Date: 12/31/19.

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2020*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Actuarially determined contribution**	\$81,094	\$87,974	\$89,302	\$102,187	\$126,230	\$150,611
Contributions in relation to the actuarially determined contribution**	\$81,094	\$87,974	\$89,302	\$102,187	\$126,230	\$150,611
Contribution deficiency (excess)	\$0	\$0	\$0	\$0	\$0	\$0
Covered-employee payroll	\$1,092,911	\$1,301,391	\$1,264,901	\$1,634,992	\$1,780,436	\$2,170,585
Contributions as a percentage of covered-employee payroll	7.42%	6.76%	7.06%	6.25%	7.09%	6.94%

Notes to Required Supplementary Information:

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

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

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

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	15.7 years (based on contribution rate calculated in 12/31/2019 valuation)
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.0%, net of investment expenses, including inflation
Inflation	2.75%
Projected Salary Increases	Varies by age and service. 4.90% average over career including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality rates	RP-2014 Healthy Annuitant Mortality Table (130% for males and 110% for females), both projected with 110% of the MP-2014 Ultimate scale after 2014.

Changes in Assumptions and Methods:

2015: New inflation, mortality and other assumptions reflected; 2017: New mortality assumptions reflected

Changes in Plan Provisions:

2015, 2016 and 2018: No changes; 2017: New annuity purchase rates reflected for benefits earned after 2017; 2019: member contribution increase to 7%

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
REQUIRED SUPPLEMENTARY INFORMATION - SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
FOR THE YEAR ENDED SEPTEMBER 30, 2020*
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Proportion of the net pension liability	.405%	.394%	.364%	.307%	.545%	.524%
Proportionate share of the net pension liability	\$73,595	\$114,765	\$87,366	\$66,467	\$154,483	\$132,105
Number of active members **	39	41	36	34	43	44
Net pension liability per active member	\$1,887	\$2,799	\$2,427	\$1,955	\$3,593	\$3,002
Plan fiduciary net position as a percentage of the total pension liability	83.5%	76.3%	81.4%	84.3%	80.2%	83.2%

Notes to Required Supplementary Information:

* The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available. Current year Valuation Date: August 31, 2020 valuation

** There is no compensations for active members. Number of active members is used instead.

Changes in benefit terms: There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes in assumptions: There were no changes of assumptions or other inputs that affected measurement of the total pension liability during the measurement period.

REQUIRED SUPPLEMENTARY INFORMATION - SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2020*
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Contractually required contribution **	\$18,360	\$18,468	\$17,604	\$14,684	\$24,440	\$24,450
Contributions in relation to the contractually required contribution	\$18,360	\$18,468	\$17,604	\$14,684	\$24,440	\$24,450
Contribution deficiency (excess)	\$0	\$0	\$0	\$0	\$0	\$0
Number of active members ***	39	41	36	34	43	44
Contributions per member	\$471	\$450	\$489	\$432	\$568	\$556

Note:

* The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available. Current year Valuation Date: August 31, 2020 valuation

** The contribution requirement per member is not actuarially determined. Rather, minimum contribution provisions are determined by Board rule and there is no maximum contribution rate.

*** There is no compensations for active members. Number of active members is used instead

- See Independent Auditor's Report -

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020

	Original and Final Budget	Actual	Variance Positive (Negative)
General revenues			
Ad valorem tax revenues	\$ 5,439,603	\$ 5,688,489	\$ 248,886
Sales tax revenues	1,320,000	1,964,779	644,779
Interest income	75,000	80,409	5,409
Grants and other income	106,516	400,688	294,172
	<u>6,941,119</u>	<u>8,134,365</u>	<u>1,193,246</u>
Expenditures			
Current:			
Public safety	4,546,875	4,121,466	425,409
Capital outlay	1,138,500	3,280,749	(2,142,249)
Debt service	1,197,676	1,692,843	(495,167)
	<u>6,883,051</u>	<u>9,095,058</u>	<u>(2,212,007)</u>
Revenues (under)/over expenditures	<u>58,068</u>	<u>(960,693)</u>	<u>(1,018,761)</u>
Other financing sources			
Proceeds from debt	-	7,950,662	7,950,662
Net change in fund balance	<u>58,068</u>	<u>6,989,969</u>	<u>6,931,901</u>
Beginning fund balance	<u>5,832,509</u>	<u>5,832,509</u>	<u>-</u>
Ending fund balance	<u>\$ 5,890,577</u>	<u>\$ 12,822,478</u>	<u>\$ 6,931,901</u>

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to call for a public hearing on June 1, 2021 to establish a "No Dumping" zone along both sides of Elm Grove Lane between FM 1626 and the cul-de-sac.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 18, 2021	

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

In response to multiple instances of household trash dumping along both sides of Elm Grove Lane back to, and including, the cul-de-sac, there is a need to establish a "No Dumping" zone with signage within the ROW.

Elm Grove Ln

Possible No Dumping location.

Legend



Google Earth

© 2021 Google

170

700 ft

N

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 #107226362 in the amount of \$2,990.00 for 6 Creeks subdivision, Phase 1, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 18, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends the release of the revegetation bond that was issued for 6 Creeks subd., Phase 1, 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

PLN-1611-NP; Oak Terrace Estates (4 lots). Discussion and possible action to consider granting variances from Chapters 721.5.05 and 721.5.07(C) of the Hays County Development Regulations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	May 18, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Oak Terrace Estates is a proposed 4 lot subdivision along Flite Acres Road and Oak Terrace Drive in Precinct 3. Water service will be accomplished through Wimberley Water Supply Corp. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

The owner and applicant are requesting variances from Chapter 721.5.05 of the Hays County Development Regulations regarding the number of lots served by Shared Access Driveways and Chapter 721.5.07(C) regarding the length of the proposed Shared Access Driveway.

Chapter 721.5.05 provides criteria wherein each newly created lot shall have the minimum direct frontage onto a regulated roadway. Shared Access Driveways allow for 1 lot having no direct access may utilize the shared access and an additional 2 lots, having alternative access to a regulated roadway, may also utilize the shared access driveway. This proposed subdivision exceeds the allowable lot usage by 2 lots since Lots 3 and 4 have no other means of ingress/egress.

Chapter 721.5.07(C) asserts that the Shared Access Driveway shall be no longer than one quarter mile (1,320 feet) in length. The proposed shared access driveway measures approximately 1,757± feet in length and will be 60 feet in width, per the Development Regulations when serving lots over 5 acres in size.

Variance documentation and justifications for the requests are included in the backup.

The final plat for the Oak Terrace Estates subdivision is being reviewed pursuant to Legislative House Bill 3167. While the property falls in the City of Wimberley extraterritorial jurisdiction, the City of Wimberley has deferred review and approval to Hays County. The approval of the variances is required prior to filing the application for Technical Review and final determination for this application.



Hays County Commissioners Court Agenda Request

Meeting Date: May 18th, 2021

Requested By: Colby Machacek

Prepared By: Colby Machacek

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct Three

AGENDA ITEM LANGUAGE:

Oak Terrace Estates (4 lots). Discussion and possible action to consider granting variances from Chapters 721.5.05 and 721.5.07(C) of the Hays County Development Regulations.

BACKGROUND/SUMMARY OF REQUEST:

- A. Oak Terrace Estates is a proposed 4 lot subdivision along Flite Acres Road and Oak Terrace Drive in Precinct 3. Water service will be accomplished through Wimberley Water Supply Corp. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.
- B. The owner and applicant are requesting variances from Chapter 721.5.05 of the Hays County Development Regulations regarding the number of lots served by Shared Access Driveways and Chapter 721.5.07(C) regarding the length of the proposed Shared Access Driveway.
- C. Chapter 721.5.05 provides criteria wherein each newly created lot shall have the minimum direct frontage onto a regulated roadway. Shared Access Driveways allow for 1 lot having no direct access may utilize the shared access and an additional 2 lots, having alternative access to a regulated roadway, may also utilize the shared access driveway. This proposed subdivision exceeds the allowable lot usage by 2 lots since Lots 3 and 4 have no other means of ingress/egress. A shared access maintenance agreement is being proposed.
- D. Chapter 721.5.07(C) asserts that the Shared Access Driveway shall be no longer than one quarter mile (1,320 feet) in length. The proposed shared access driveway measures approximately 1,757± feet in length and will be 60 feet in width, per the Development Regulations when serving lots over 5 acres in size.

STAFF COMMENTS:

The final plat for the Oak Terrace Estates subdivision is being reviewed pursuant to Legislative House Bill 3167. While the property falls in the City of Wimberley extraterritorial jurisdiction, the City of Wimberley has deferred review and approval to Hays County. The approval of the variances is required prior to filing the application for Technical Review and final determination for this application.

ATTACHMENTS/EXHIBITS:

Variance Request, Location Map, Plat

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That I, Phillip A. Collins, owner of that certain tract of land shown hereon and described in a deed recorded in Instrument No. 15003535, do hereby subdivide said lots as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public, unless otherwise noted hereon, the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as Hays County may deem appropriate. This subdivision is to be known as the OAK TERRACE ESTATES SUBDIVISION, BEING 32.567 ACRES OUT OF THE HUGH G. PANNELL SURVEY ABS. 0368, CITY OF WIMBERLEY ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, A.D. 20____.

By _____
Phillip A. Collins, Owner
1847 Filie Acres Rd
Wimberley, Texas 78656

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Phillip A. Collins, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20____.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described herein, and that there are no apparent discrepancies, conflicts, overlapping of improvements, valuable utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Wimberley & Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this _____ day of _____, A.D. 2021.

RELEASED FOR REVIEW (DATE) _____

Preliminary, this document shall not be recorded for any purpose and shall not be used as a view or relied upon as a final survey document.

Arthur Vasquez Torres
R.P.L.S. # 5737, State of Texas
155 Riverwalk Dr.
San Marcos, Texas 78666

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Contributing Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone. It is however in the Recharge Zone of the Edwards Aquifer and is located within Zone K flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48208C 0355 F effective date September 2, 2005, and that each lot conforms to the City of Wimberley & Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this _____ day of _____, A.D. 2021.

RELEASED FOR REVIEW (DATE) _____

Preliminary, this document shall not be recorded for any purpose and shall not be used as a view or relied upon as a final survey document.

Al Carroll
P.E. No. 119355, State of Texas
155 Riverwalk Dr.
San Marcos, Texas 78666

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 2021, the Commission Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____.

WITNESS my hand and seal of office this _____ day of _____, A.D. 2021.

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to desiring water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Tom Pope, R.S., G.F.M.
Hays County Floodplain Administrator

Marcus Pacheco, Interim Director
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

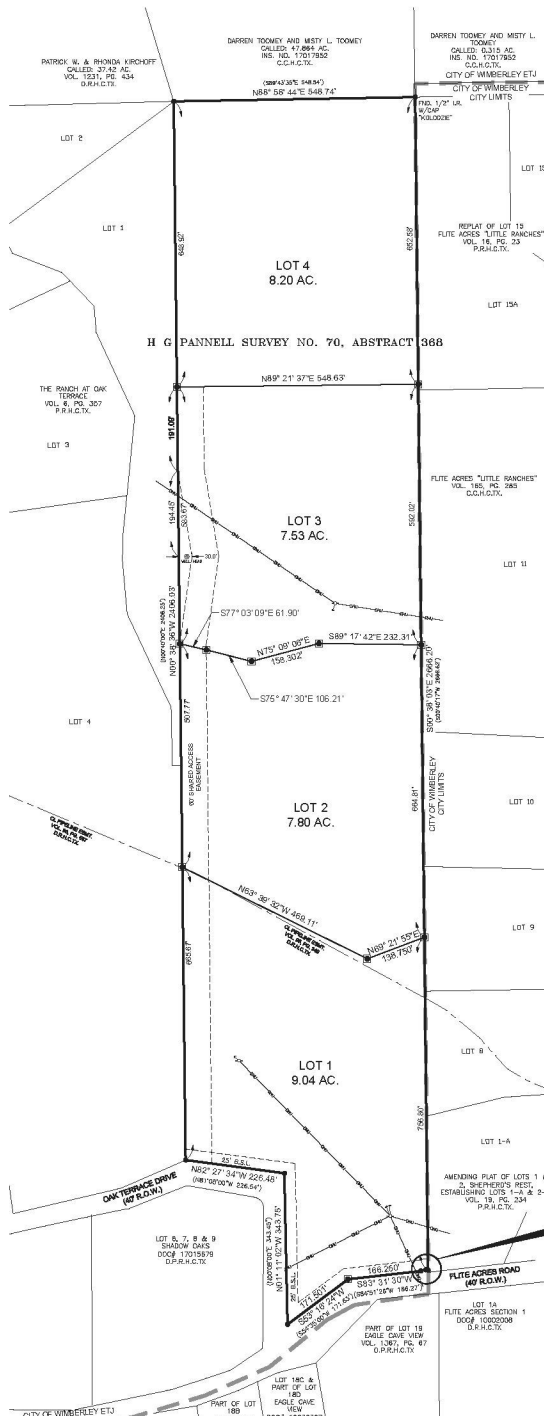
I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 2021, at _____ o'clock _____ m., in the plat records of Hays County, Texas, in Instrument Number _____.

WITNESS my hand and seal of office this _____ day of _____, A.D. 2021.

Elaine H. Cardenas
County Clerk
Hays County, Texas

PLAN 57xx

SM-20-1115000
SMS-MC306-20





REQUEST FOR VARIANCE Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Phillip A. Collins
Property Owner's Mailing Address: 1847 Flite Acres Rd, Wimberley, Texas 78676
Home Phone: (713)208-7145 Work Phone: _____
Cell Phone: _____ e-Mail Address: phil@collinstx.net

IF APPLICABLE: Owner hereby gives Tri-Tech Engineering, L.P. permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

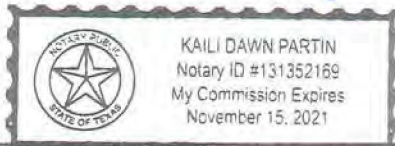
I hereby certify that the above statements are true and correct to the best of my knowledge.

[Signature]
Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 3rd day of December, 2020

(seal)



[Signature]
Notary Public
My Commission expires: 11/15/2021

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Kaili Partin
Applicant's Mailing Address: 155 Riverwalk Dr. San Marcos, Texas 78666
Home Phone: _____ Work Phone: (512)440-0222
Cell Phone: _____ e-Mail Address: kpartin@tritechtx.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Oak Terrace Estates
911 street address for the Subject Property, if established: 106 Oak Terrace, Wimberley, Texas 78676

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey _____ Hugh G. Pannell _____,

Abstract 0368, Recorded (Vol/Page) 16003535

Hays Central Appraisal District Property ID Number: R120304

This number can be obtained by searching the on-line property records for the Subject Property at www.havscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 3

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.
- ☒ Other (specify): Chapter 721, Subchapter 5.05 & 5.07(C), Hays County Development Regulations - Access to Regulated Roadways & Shared Access Driveways

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721.5.05	Except with respect to Lots served by Shared Access Driveways, each lot shall have the min. direct frontage onto a regulated roadway.	Direct frontage onto a regulated roadway as there is an access easement proposed from Oakwood Terrace directly to proposed Lots 2, 3 & 4.
Chapter 721.5.07(C)	The Shared Access Driveway shall be no longer than one quarter mile in length.	The Shared Access Driveway is proposed to service 3 of the 4 newly created lots due to topographic restrictions of the area.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The subject property currently contains three structures & the owner would like each structure to be on an individual tract with a fourth structure/lot proposed at the rear of the property. Currently each of the existing structures is served by a shared access driveway along the western property line. Compliance with the requirements set forth by Hays County would cause unnecessary hardship due to accessibility to lot four being highly impeded by topographic conditions of this area.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

Strict enforcement would deprive the applicant of reasonable use of their land due to accessibility issues caused by topographic conditions of the area.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Granting of the variance will not be detrimental to public health, safety and welfare as the owner of the property is working to obtain the proper documents to establish the proposed shared access easement and the shared access driveway will only be utilized by lots 2, 3 & 4.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The requested variance allows the owner to create three lots all over 5 acres in size and
access is restricted to the rear lots due to existing topographic conditions of the area.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

This variance will allow sufficient access to the subject property without direct frontage
onto Oakwood Terrace.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

This variance will allow sufficient access to the subject property without direct frontage
onto Oakwood Terrace by utilizing the proposed shared access easement due to the
topographic conditions of the area.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

N/A

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IT HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☐ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☐ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other - List any other supplemental information submitted with this Application.

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.



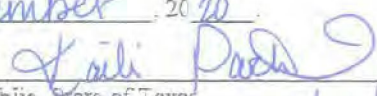
Print Name Phillip A. Collins

STATE OF TEXAS
COUNTY OF HAYS

§
§

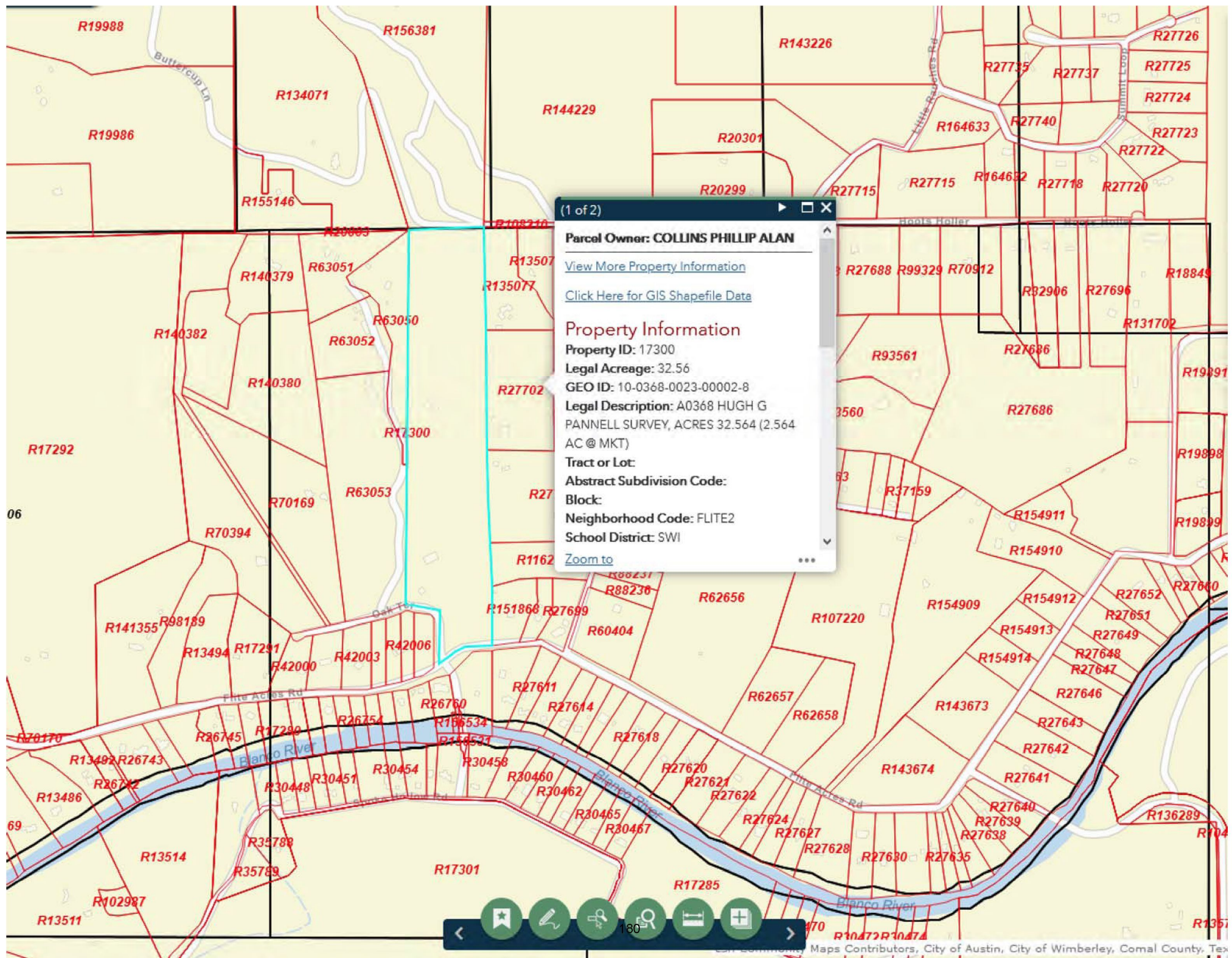
Subscribed and sworn to before me this 3rd day of December, 2020.

(seal)



Notary Public, State of Texas

My Commission expires: 11/15/2021



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1619-PN; Call for a Public Hearing on June 1st, 2021 to discuss approval of the Price Addition, Ph 2, Lots 1 and 2, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Price Addition, Phase 2, is a recorded subdivision located off of FM 150 and FM 3237 in Precinct 3.

The proposed re-plat aims to adjust the property line shifting 4.92 acres from Lot 2 into Lot 1 to allow appropriate acreage for an updated On-Site Sewage Facility to service the Hays City Store. Water service will be achieved through individual wells. Lot 2 for the home site contains a functioning on-site sewage facility.

A variance request from the Hays County OSSF Rules will be requested at the time of the public hearing, followed by discussion with possible action to approve the proposed re-plat.



Hays County Commissioners Court Agenda Request

Meeting Date: May 18th, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct Three

AGENDA ITEM LANGUAGE:

Call for a Public Hearing on June 1st, 2021 to discuss approval of the Price Addition, Ph 2, Lots 1 and 2, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A. Price Addition is a recorded subdivision located off of FM 150 and FM 3237 in Precinct 3. The current acreages of Lots 1 and 2 are 2.35 acres and 7.42 acres, respectively. The proposed replat will shift 4.92 acres from Lot 2 into Lot 1 to provide adequate acreage to replace the existing on-site sewage facility for the Hays City Store.
- B. Water utilities will be provided by private wells. Wastewater treatment will be accomplished via the existing on-site sewage facility for the residence on Lot 2 and the proposed new on-site sewage facility for Lot 1, Hays City Store.
- C. Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lots 1 and 2 will take place on June 1st, 2021 at 9:00 AM in our Commissioners Court. At that time, a variance request to the current Hays County OSSF Rules will be heard prior to consideration and action on the possible approval of the replat.

STAFF COMMENTS:

Staff has conducted a Technical Review for the Price Addition, Phase 2, Lots 1 and 2, Replat. The only items remaining is the public hearing for the replat, variance consideration and action, and action on the approval or disapproval of the replat.

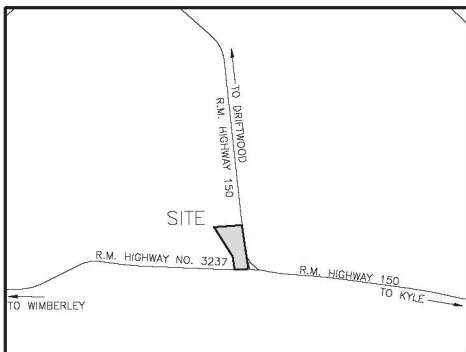
At this time, staff has no objections in calling for the public hearing for June 1st, 2021.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat





VICINITY MAP - 1"=2000'

GENERAL NOTES

1. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0285F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X. (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
2. ACCORDING TO SCALING FROM TCEQ MAPS A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
5. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
6. THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT.
7. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

LOT SIZE CATEGORIES

TOTAL AREA = 9.77 ACRES
 TOTAL NUMBER OF LOTS = 2
 AVERAGE LOT SIZE = 4.885 ACRES
 NUMBER OF LOTS OVER 10 ACRES = 0
 NUMBER OF LOTS 5 - 10 ACRES = 1
 NUMBER OF LOTS 2 - 5 ACRES = 1
 NUMBER OF LOTS 1 - 2 ACRES = 0
 NUMBER OF LOTS LESS THAN 1 = 0

UTILITIES:
 ELECTRIC-PEDERNALES ELECTRIC COOP.
 WATER-PRIVATE WATER WELLS
 SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

ORIGINAL SCALE
 1" = 200'

LEGEND

- VOL HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- PG HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- ▲ FENCE POST
- △ CALCULATED POINT
- ▲ CONCRETE NAIL SET
- CONCRETE MONUMENT FOUND
- // — WOOD FENCE



ORIGINAL CONFIGURATION

STATE OF TEXAS*
 COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, TINDOL RESTAURANT GROUP, LLC, OWNER OF LOT 1 PRICE ADDITION AS CONVEYED TO US BY DEED RECORDED VOLUME 5040, PAGE 560 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS AND TRAVIS AND TAMARA TINDOL, OWNERS OF LOT 2, PRICE ADDITION, PHASE 2 AS CONVEYED TO US IN HAYS COUNTY INSTRUMENT NUMBER 1900477, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS LOT 1A AND LOT 2A, PRICE ADDITION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

TRAVIS TINDOL, OWNER
 8901 FM 150 WEST
 WIMBERLEY, TX. 78676

TAMARA TINDOL, OWNER
 8901 FM 150 WEST
 WIMBERLEY, TX. 78676

STATE OF TEXAS*
 COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS TINDOL AND TAMARA TINDOL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCOS PACHECO, DIRECTOR
 HAYS COUNTY DEVELOPMENT SERVICES

DATE

ERIC VAN GAASBEEK, R.S., C.F.M.
 INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

STATE OF TEXAS*
 COUNTY OF HAYS*

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

RUBEN BECERRA
 COUNTY JUDGE
 HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
 COUNTY CLERK
 HAYS COUNTY, TEXAS

STATE OF TEXAS*
 COUNTY OF HAYS*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

ELAINE H. CARDENAS, COUNTY CLERK
 HAYS COUNTY, TEXAS

OWNER
 RONALD H. DUNKIN & CHRISTINA

OWNER
 HAYS CITY HOLDINGS LLC

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
 DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

NEW DRIVEWAYS OR MODIFICATIONS TO EXISTING DRIVEWAYS ON RM 150 OR RM 3237 REQUIRE A PERMIT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION.

SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
2. THIS SUBDIVISION IS SUBJECT TO THAT EASEMENT RECORDED IN VOL. 289, PAGE 374 OF THE HAYS COUNTY DEED RECORDS, "ALONG R.M. 3237 AND ALONG R.M. 150" THE ONLY LOCATIVE INFORMATION PROVIDED IS GENERAL AND NO WIDTH IS GIVEN.
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

CLIENT: TINDOL, TAMARA
 DATE: 09/28/20
 OFFICE: PRADO
 CREW: C. SMITH
 FB/PG: 762/55/
 PLAT NO. 27502-20-3



REPLAT
 R.M. HIGHWAY NO. 3237 (100' ROW)

184

OWNER
 RAMSAY ROBERT TIMOTHY FAMILY TRUST

OWNER
 HAYS CITY RANCH HOUSE LTD

REPLAT OF LOT 1, PRICE ADDITION AND LOT 2, PRICE ADDITION, PHASE 2, ESTABLISHING
 LOT 1A AND LOT 2A
 PRICE ADDITION,
 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

PLN-1694; Discussion and possible action to vacate the revised plat of lots 10A & 10B in the Rolling Oaks, Section Three Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

May 18, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

PACHECO

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Rolling Oaks, Section Three is a platted subdivision located off FM 3237 in Precinct 3. In 2007, the owner of lot 10 applied for and was granted permission for a revised plat that divided the recorded lot 10 into two lots, Lot 10A and Lot 10B.

The owner now wishes to vacate the revised plat and put the lots back to the original configuration.

**RESUBDIVISION OF LOT 10
ROLLING OAKS, SECTION THREE
INTO LOTS 10A AND 10B
A SUBDIVISION IN
HAYS COUNTY, TEXAS**

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: THAT I, BRADLEY GILLUM EDIGER, OWNER OF A RECORD 7.95 ACRE TRACT OF LAND KNOWN AS LOT 10, ROLLING OAKS, SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 1, PAGE 91, PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED DATED SEPTEMBER 2, 2004, AND RECORDED IN VOLUME 2836, PAGE 285, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 7.55 ACRES TO BE KNOWN AS 'RESUBDIVISION OF LOT 10, ROLLING OAKS, SECTION THREE, INTO LOTS 10A AND 10B' IN ACCORDANCE WITH THE PLAT SHOWN HEREIN, SUBJECT TO ANY AND ALL RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS HEREIN.

Bradley Gillum Ediger
BRADLEY GILLUM EDIGER
706 BILLIE BROOKS
DRIFTWOOD, TEXAS 78619
OWNER

12 December 2007
DATE

STATE OF TEXAS *Maryland*
COUNTY OF HAYS *Baltimore*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRADLEY GILLUM EDIGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

SARAH D RAMSEY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES APRIL 1, 2010

Sarah D Ramsey
NOTARY PUBLIC IN AND FOR *Baltimore, Maryland*
COUNTY, TEXAS
COMMISSION EXPIRES 4/1/10
PRINT NAME Sarah D Ramsey

DRIVEWAY NOTE

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ON TO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

ENGINEER'S NOTE:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING-RELATED REQUIREMENTS OF THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, AS AMENDED. STORMWATER RESULTING FROM A 100-YEAR STORM EVENT FOR AREAS GREATER THAN 64 ACRES IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN HEREIN.

LLOYD FLANAGAN, P.E. 47952



HEALTH DEPARTMENT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

Jerry D. Borchert 2/22/08
JERRY D. BORCHERT
RESOURCE, PROTECTION, TRANSPORTATION
AND PLANNING DIRECTOR

Tom Pope 2-22-08
TOM POPE, R.S., C.F.M.
HAYS COUNTY RESOURCE PROTECTION,
TRANSPORTATION, AND PLANNING
PROGRAMS MANAGER
FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 26 DAY OF January, A.D. 2007, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK 1, PAGE 622.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF January, A.D. 2007.

Linda C. Fritsch
LINDA FRITSCH
COUNTY CLERK
HAYS COUNTY, TEXAS



Linda C. Fritsch
LINDA FRITSCH
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26 DAY OF January, A.D. 2007, AT 10:30 O'CLOCK

A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK 1, PAGE(S) 622-623.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF January, A.D. 2007.



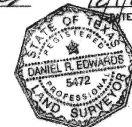
Linda C. Fritsch
LINDA FRITSCH
COUNTY CLERK
HAYS COUNTY, TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

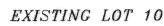
STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Daniel R. Edwards 2/1/07
DANIEL R. (ROCKY) EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5472
P.O. BOX 991
VIMBERLEY, TEXAS 78676
512-847-3827

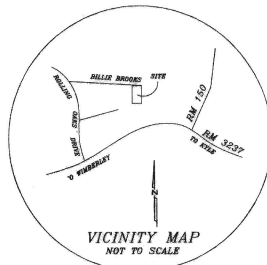


LOT 12



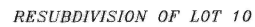
LINE	BEARING	DISTANCE
L1	N 15°18'34" W	33.33'

CURVE	DELTA ANGLE	RADIUS	ARC	CHORD	CHORD BEARING
C1	38°08'20"	50.00'	33.28'	32.67'	S 67°11'16" E



2
7.65 ACRES
RESIDENTIAL
3.825 ACRES
1
0

1
P. E. C.
VERIZON
INDIVIDUAL WATER WELLS/
RAINFALL COLLECTION
INDIVIDUAL ON-SITE SEWAGE FACILITIES



- 1) THESE LOTS DO NOT LIE IN THE EXTRATERRITORIAL JURISDICTION OF ANY MUNICIPALITY.
- 2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0245F, DATED SEP. 2, 2005, PORTIONS OF LOT 108 ARE LOCATED IN ZONE A AND ZONE X.
- 3) THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- 4) THIS SUBDIVISION IS NOT WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON CREEK SEGMENT OF THE EDWARDS AQUIFER.
- 5) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
- 6) ALL CULVERTS SHALL BE 18" MINIMUM DIAMETER.
- 7) THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED:
 - a) 30' ALONG ALL ROAD EASEMENTS,
 - b) 30' ALONG ALL ROAD RIGHT-OF-WAYS, AND
 - c) 30' ALONG ALL OTHER LOT LINES.
- 8) THE EXISTING SEPTIC SYSTEM ON LOT 10A MUST BE UPGRADED TO A CLASS 1 ON-SITE SEWAGE FACILITY BEFORE ANY ON-SITE SEWAGE FACILITY WILL BE PERMITTED ON LOT 10B.
WILL BE CLASS 1.
- 9) DEVELOPMENT ON LOT 10B WILL BE SERVED BY A CLASS 1 ON-SITE SEWAGE FACILITY.
- 10) ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE-FAMILY RESIDENCE PER LOT.
- 11) THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOTS IN THIS SUBDIVISION.

SCALE 1" = 100'
OCTOBER, 2007
LEGEND

() RECORD INFORMATION
 ● 1/2" IRON ROD FOUND
 ○ 1/2" IRON ROD W/CAP SET
 ⊗ EXISTING WELL

**VACATION
OF THE PLAT OF LOT 10,
ROLLING OAKS, SECTION THREE
HAYS COUNTY, TEXAS**

State of Texas
County of Hays

Whereas, the Plat of Lot 10, Rolling Oaks, Section Three consists of two lots as recorded in Volume 14, Page 232-233. Hays County Plat records; and,

Whereas, Gluesenkamp Andrew G & Leah J collectively constitute the owners of Lots 10A & 10B of Rolling Oaks, Section Three and do hereby desire to cancel said revised plat so as to destroy the force and effect of the recording of such subdivision plat.

Now, therefore, know all men by these presents:

That Gluesenkamp Andrew G & Leah J, for and in consideration of the premises stated herein and pursuant to the provisions of Chapter 212.013 of the Texas Local Government Code, do hereby cancel the Revised Plat of Lot 10, Rolling Oaks, Section Three.

EXECUTED THE DAY HEREAFTER NOTED.

Leah J Gluesenkamp 5/8/2021
LEAH J GLUESENKAMP Date

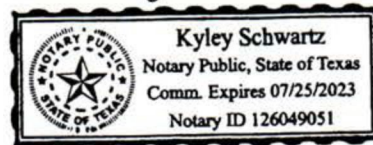
Andrew G Gluesenkamp 5/8/2021
ANDREW G GLUESENKAMP Date

State of Texas
County of Hays

BEFORE ME, the undersigned authority, on this day personally appeared Gluesenkamp Andrew G & Leah J, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of May, 2021

Kyle Schwartz
NOTARY PUBLIC



APPROVAL OF SUBDIVISION VACATION

On _____, 2021, the Hays County Commissioners Court approved the vacation of the subdivision known as Replat of Lot 10, Rolling Oaks, Section Three, Hays County, Texas.

Hays County, Texas

Elaine Cardenas
Hays County Commissioners Court Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to establish one Temporary Part-time (20 hr per week) Intern position for the Hays County Child Protective Board effective June 1 through September 30, 2021 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 18, 2021	\$4,650

LINE ITEM NUMBER

001-614-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Karen Brown, Hays County Child Protective Board	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board (HCCPB) is a volunteer organization operating under board appointments approved by the Hays County Commissioners Court. The Board with the assistance of the County and Remme Foundation recently opened a resource center (Rainbow Room) for Child Protective Services case workers to gather essential items needed for children and families in their care.

The HCCPB is requesting approval to establish a part-time intern position to assist with the Rainbow Rooms daily operations, stocking, inventory control and provide administrative support to the case workers. Funds would be moved to the General Counsel intern budget for payroll processing purposes.

Hays County Child Protective Board
Part-time Intern
June 1 - September 30, 2021
20 hrs per week
\$12 per hour

Base Salary	4,320
Fica/Medicare	330
FY21 Impact	4,650

Budget Amendment:

Increase OGC Temp Staffing 001-614-00.5021

Increase OGC Fica/Medicare 001-614-00.5101]

Decrease - Potential Funding County Wide Contingencies

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 additional hours for the Human Resources Part-time Communications Intern position effective June 1 through September 30, 2021 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 18, 2021	\$5,490

LINE ITEM NUMBER

001-614-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shari Miller	SMITH	N/A

SUMMARY

The HR Department has utilized a paid Communications intern since September 2020 through the General Counsel intern program. The funding for this temporary intern is expected to exhaust at the end of May 2021.

The Communications Intern provides needed support in providing important information to our residents, including vaccine clinic and COVID-19 updates. She works alongside the Communications Manager to develop social media marketing content that is timely and useful. Additionally, the intern assists with updating web pages, write news releases and compiling the employee newsletter. Funds would be moved to the General Counsel intern budget for payroll processing purposes.

Human Resources

Part-time Intern

June 1 - September 30, 2021

25 hrs per week

\$12 per hour

Base Salary 5,100

Fica/Medicare 390

FY21 Impact 5,490

Budget Amendment:

Increase OGC Temp Staffing 001-614-00.5021 - \$5,100

Increase OGC Fica/Medicare 001-614-00.5101] - \$390

Decrease HR Contract Services 001-677-00.5448 - (\$3,500)

Decrease HR Continuing Education 001-677-00.5551 - (\$1,990)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the resignation of County Court at Law #3 Judge, Millie Thompson, and to discuss identification and appointment of a candidate to fill the vacancy until the next general election.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

May 18, 2021

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

BECERRA


N/A

SUMMARY

See Texas Government Code, Section 25.0009.

May 12, 2021

I hereby resign as judge of
Hays County Court at Law #3, effective
upon receipt of this resignation.


Millie Thompson

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 Master Services Agreement between Hays County and Halff Associates, Inc., related to program management of the 2020 Parks and Open Space Bond program; and to authorize execution of Work Authorization #1 and Work Authorization #2, associated with said Agreement.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 18, 2021	NTE \$1,699,252.00

LINE ITEM NUMBER

2020 Voter Approved Park Bonds

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

The Master Services Agreement will extend over a term of 5 or more years. It will begin with the establishment of a program, after which program management will occur on a project-by-project basis.

Procurement: RFQ 2021-Q04

MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

(Park Bond Program Manager - Program Development, Program Management, Preliminary Planning & Design, Design and Construction Management/Inspection Services)

THIS MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Halff Associates, Inc. ("HALFF"), whose offices are located at 9500 Amberglen Blvd, Building F, Suite 125, Austin, TX 78729, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, County intends to plan, design and construct County-Sponsored park improvements, acquire parkland, open space, and conservation easements and partner with other project sponsors through provision of funding for other projects as a part of the 2020 Park Bond Program (the "Project"); and,

WHEREAS, County requires certain Park Bond Program Manager - Program Development, Program Management, Preliminary Planning & Design, Design and Construction Management/Inspection Services for the 2020 Park Bond Program projects in connection with the Project; and,

WHEREAS, HALFF is prepared to provide the above-mentioned services.

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be May 18, 2021. HALFF is expected to complete the Services described herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and in accordance with the Work Authorizations described herein below. If HALFF does not perform the Services in accordance with the terms as stated in this Article 1, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Work Authorization.

ARTICLE 2 -WORK AUTHORIZATIONS

County will prepare and issue Work Authorizations to authorize HALFF to perform one or more tasks of the Services in relation to an individual assignment. For each individual assignment, Work Authorizations shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached **Exhibit A**. Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for a Work Authorization shall be supported by the estimated cost of the Services as described in the Work Authorization. The Work Authorization will not waive HALFF's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

During the term of this Agreement, the Services to be provided for each individual assignment shall be specifically described in Section A (Scope of Services) of each Work Authorization.

ARTICLE 4 - SCHEDULE

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

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and HALFF agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit B**.

B. The Compensation Cap for this contract is \$1,699,252.00. Section C (Compensation) of each Work Authorization shall set forth the compensation to be paid to HALFF for that particular assignment.

C. HALFF shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and must evidence the actual costs billed to HALFF without mark-up.

Payments to HALFF shall be made while Services are in progress. HALFF shall prepare and submit to the Hays County Auditor, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Hays County Auditor. Simultaneous with submission of such progress report, HALFF shall prepare and

submit one (1) original of a certified invoice in a form acceptable to the County Auditor. All invoices submitted to the Hays County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

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

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

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

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

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

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

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

ARTICLE 7- STANDARD OF CARE

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

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

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

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

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, HALFF WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY

INJURIES OR DEATH OCCURRING TO HALFF'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY HALFF (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, HALFF SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

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

D. Commencement of Work. HALFF shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As

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

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

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

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

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

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

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

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

Hays County Auditor c/o:
Marisol Villarreal-Alonzo, CPA
712 S. Stagecoach Trail,
Suite 1071
San Marcos, Texas 78666

2. The policy clause "Other Insurance" shall not apply to any insurance coverage

currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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

ARTICLE 10- LIMITATIONS OF RESPONSIBILITY

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

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

B. Debarment Certification. HALFF must sign the Debarment Certification enclosed herewith as Exhibit D.

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

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION ANDSUSPENSION

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

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

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

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

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

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

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

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

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

ARTICLE 16 - PROJECT TEAM

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

Mark Kennedy, General Counsel (or designee)
Hays County
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

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

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

James Hemenes
9500 Amberglen Blvd.
Building F, Suite 125
Austin, Texas 78729

HALFF shall have the right, from time to time, to change HALFF's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by HALFF under this Agreement, HALFF's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or

determinations by HALFF's Designated Representative on behalf of HALFF shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by HALFF's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by HALFF's Designated Representative shall be binding on HALFF. HALFF's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and amendments of this Agreement on behalf of HALFF.

ARTICLE 17 - NOTICES

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

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

With copy to: Tammy Crumley, Director of Countywide Operations
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

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

and to: Hays County Auditor
Attn: Marisol Villareal-Alonzo, CPA
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

HALFF: HALFF Associates, Inc.
Attn: James Hemenes
9500 Amberglen Blvd.
Building F, Suite 125
Austin, Texas 78704

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

ARTICLE 18 - DISPUTES

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

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

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

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - CONTRACT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits

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

ARTICLE 21 - GENERAL PROVISIONS

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

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

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

D. Assignment. Neither County nor HALFF shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HALFF may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HALFF from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

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

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

G. Accounting Records. HALFF agrees to maintain, for a period of three (3) years after final payment

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

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

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

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

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

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

M. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend

any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

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

ARTICLE 23 - EXEMPTIONS FROM REQUIREMENTS FROM TEXAS LOCAL GOVERNMENT CODE

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

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has HALFF, signing by and through its duly authorized representative(s),

thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

By: _____

Ruben Becerra

Hays County Judge

Date: _____

ATTEST: _____

Elaine Cardena, MBA, PhD

Hays County Clerk

HALFF Associates, Inc.

By:  _____

Printed Name: James Hemenes

Title: Director of Landscape Architecture - Austin _ _ _ _ _

Date: _____

Exhibit A - Sample Work Authorization

WORK AUTHORIZATION NUMBER _____

This Work Authorization is made as of this _____ day of _____, 20____, under the terms and conditions established in the Master Agreement for Professional Services (Park Bond Program Manager - Program Development, Program Management, Preliminary Planning & Design, Design and Construction Management/Inspection Services), dated _____, 20____ (the Agreement), between Hays County, Texas (County) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

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

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

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

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

Section B. - Applicable Period and Schedule

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

Section C. - Compensation

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

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

Section D. - County's Responsibilities

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

Section E. - Other Provisions

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

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

Hays County, Texas
(County)

Halff Associates, Inc.
(HALFF)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 20__

Date: _____, 20__

EXHIBIT B

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

Exhibit C

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WORK AUTHORIZATION NUMBER 1

This Work Authorization is made as of this 18th day of May, 2021, under the terms and conditions established in the Master Agreement for Professional Services (Park Bond Program Manager - Program Development, Program Management, Preliminary Planning & Design, Design and Construction Management/Inspection Services), dated May 18th, 2021 (the Agreement), between Hays County, Texas (County) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

The County has retained Halff Associates, Inc. to provide professional services necessary to develop and further refine the 2020 Park Bond Program for Hays County.

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

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

Per Exhibit A – Scope of Work

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

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of May 18th, 2021 and continue until January 31st, 2022. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to HALFF the not-to-exceed amount of \$221,930.00, payable according to the Rate Schedule and terms of the Agreement.

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

Section D. - County's Responsibilities

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

D.1. The County will provide any available data and supporting information that the County has in its possession relevant to the work and necessary for use by HALFF to complete this work authorization.

D.2. The County will render decisions expeditiously for the orderly progress of HALFF's services, including placing items on agendas to be considered by the Commissioners Court as necessary.

Section E. - Other Provisions

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

E.1. Not applicable.

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

Hays County, Texas
(County)

By: _____

Name: _____

Title: _____

Date: _____, 20__

Halff Associates, Inc.
(HALFF)

By:  _____

Name: James Hemenes

Title: Director of Landscape Architecture

Date: May 14, 2021

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED

HALFF ASSOCIATES, INC

BACKGROUND / PURPOSE

In March of 2020, the Hays County Commissioners Court established the Hays County Parks and Outdoor Space Advisory Commission (POSAC) to establish a process to study a potential park bond program. The POSAC received requests for funding for projects, prioritized them for funding and made a recommendation to the Hays County Commissioners Court regarding funding. The Commissioners Court subsequently ordered a general obligation bond election for November 2020. On November 3, 2020 Hays County voters approved the single proposition bond election authorizing \$75M for Parks and Open Space purposes, including land and conservation easement acquisition and park development. The purpose of the services proposed herein is for Halff Associates, Inc. (HALFF) to provide professional consulting services to develop and further refine the 2020 Park Bond Program for Hays County. These services, in total, will result in a final report that will guide implementation of the park bond program.

Project Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation. The County will supply existing and proposed available data related to the bond projects and POSAC to the HALFF, as available. Existing data to be provided shall consists of the following at a minimum:

1. **POSAC Information** – agendas, minutes and reports.
2. **Project Information** – Project Information Forms (PIF's), Sponsor presentations, copies of any master plans or other planning documents related to County projects and other applicable data readily available.

Given the above stated purpose and project assumptions, HALFF will provide the following basic services per project phases listed once the County has issued an executed agreement.

BASIC SERVICES

Task 1: POSAC 2.0

This task includes all of the coordination and meetings with the Parks and Open Space Advisory Commission (POSAC 2.0) and the completion of a report outlining and documenting the work completed by the group. This task includes the following subtasks:

1. Conduct a project initiation meeting with County staff and POSAC leadership.
2. Assess all data relevant to the POSAC, including previous meeting agendas and minutes.

3. Prepare materials for the POSAC meetings specific to the development of the park bond program.
4. Attend all POSAC meetings (virtual or in-person) until the conclusion of the group's work related to the development of the bond program. (Anticipated completion is December 2021)
5. Develop public outreach material and coordinate with the County's Communications staff on public information and outreach regarding the work of the POSAC.
6. Prepare a chapter for the final report documenting processes, decision-making and tasks completed.

Deliverables: Digital PDF format of maps/graphics and reports. Hardcopies of meeting materials as-needed.

Task 2: Project Evaluations

This task will include a comprehensive analysis and evaluation of the proposed projects to determine viability, conformance with County goals and other important factors. This analysis and evaluation includes such things as previously completed project design programs/plans, available funding, conformance with County and/or other jurisdiction's Master Plans and/or established Goals, public access and other criteria as established by the County and/or POSAC. This task includes the following subtasks:

1. Working with County Staff and County Commissioners to establish goals for the Park Bond Program.
2. Review of Project Information Forms (PIF's), both new and ones previously submitted.
3. Meetings with Project Sponsors.
4. Project Viability Assessments.
5. Goals Measurements.
6. Preliminary Cost Estimates for County projects and others as-needed and appropriate.
7. Develop Maintenance, Operations, Revenues and Expenditures Assessment (M.O.R.E.) and Funding Strategies for County projects.
8. Provide chapters for the final report that cover these elements.

Deliverables: Digital PDF format of maps/graphics and reports.

Task 3: Recommendations

This task includes the development of project funding recommendations, development of the "grant process" for administering bond funds to project sponsors, public information and outreach regarding this work authorization, drafting a final report with program recommendations and taking that through the adoption process. This task includes the following subtasks:

1. Develop funding recommendations working through the POSAC.
2. Develop the "grant process" for administering bond funds to project sponsors.
3. Develop public outreach material and coordinate with the County's Communications staff on public information and outreach regarding this work authorization.
4. Provide a draft and final report for review by County staff.
5. Present the final draft report to the Commissioners Court for adoption.

Deliverables: Digital PDF format of report, illustrations/graphics and public comments.

OPTIONAL SERVICES

The following services are not included in the proposed basic services. HALFF can provide the services list at the request of the COUNTY. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as needed. Items that are considered additional services include:

1. Prepare Preliminary Design Reports and/or Design Development Plans to 30% design.
2. Graphics and marketing material other than indicated in basic services.
3. Topographical and design surveys.
4. Construction document and permitting services.
5. Bidding and construction phase services.
6. Environmental analysis and permitting.
7. Hydraulic and hydrology study and analysis
8. Additions to the project scope or budget that causes additional work.
9. Additional meetings or workshops not identified in the project scope.
10. Revisions to the reports requested by the County after the reports are complete and adopted or approved by the County.
11. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
12. Design of gas, telephone or other utility improvements.
13. Printing of drawings, specifications and contract documents except as noted herein.
14. Traffic engineering reports or studies.
15. Negotiations/agreements with adjacent property owners.
16. Plat preparation.
17. Any additional work not specifically included in the basic services of this proposal.

Basis of Compensation

Basic Services as described in Exhibit 'A' will be provided for a total lump sum fee of **\$216,930.00** plus a reimbursable allowance of \$5,000. The overall fee total shown will not be exceeded without prior written authorization by the County.

Payment for total services as described in Exhibit 'A' will be invoiced to the County on a monthly basis, based upon a percentage of completed tasks and subtasks. Below is a cost breakdown of the Basic Services:

Task	Fee
Task 1: POSAC 2.0	\$ 78,250.00
Task 2: Project Evaluation	\$ 83,460.00
Task 3: Recommendations	\$ 55,220.00
<hr/>	
Subtotal Basic Professional Services	\$ 216,930.00
Subtotal Optional Services	not included

Reimbursable Allowance	\$ 5,000.00
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Total	\$ 221,930.00
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Reimbursable Allowance

Requests for reimbursement of Out-of-Pocket expenses such as travel, printing and graphic reproduction and other acceptable expenses shall be in accordance with Hays County's policies regarding such.

WORK AUTHORIZATION NUMBER 2

This Work Authorization is made as of this 18th day of May, 2021, under the terms and conditions established in the Master Agreement for Professional Services (Park Bond Program Manager - Program Development, Program Management, Preliminary Planning & Design, Design and Construction Management/Inspection Services), dated May 18th, 2021 (the Agreement), between Hays County, Texas (County) and Halff Associates, Inc. (HALFF). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

The County has retained Halff Associates, Inc. to provide Park Bond Program Manager Services to support management and implementation of the County's Parks Bond Program in the areas of planning, design, construction administration services and may involve operations and maintenance analysis as needed of the various capital improvements. It is anticipated that the program will be completed within a five-year period.

Section A. - Scope of Services

A.1. HALFF shall perform the following Services:

Per Exhibit A - Scope of Work

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

Per Exhibit A – Scope of Work

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

Per Exhibit A – Scope of Work

Section B. - Applicable Period and Schedule

This Work Authorization shall be effective as of May 18th, 2021 and continue until May 18th, 2026. HALFF shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to HALFF the not-to-exceed amount of \$1,477,322.00, payable according to the Rate Schedule and terms of the Agreement.

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

Section D. - County's Responsibilities

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

D.1. The County will provide any available data and supporting information that the County has in its possession relevant to the work and necessary for use by HALFF to complete this work authorization.

D.2. The County will render decisions expeditiously for the orderly progress of HALFF's services, including placing items on agendas to be considered by the Commissioners Court as necessary.

Section E. - Other Provisions

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

E.1. Not applicable.

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

Hays County, Texas
(County)

By: _____

Name: _____

Title: _____

Date: _____, 20__

Halff Associates, Inc.
(HALFF)

By:  _____

Name: James Hemenes

Title: Director of Landscape Architecture

Date: May 14, 2021

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
HALFF ASSOCIATES, INC

Program Description / Background:

On November 3, 2020 Hays County successfully held a general obligation bond election with one proposition on the ballot for the distinct purpose of requesting authorization for \$75M for Parks and Open Space purposes, including land and conservation easement acquisition and park development.

The County has retained Halff Associates, Inc. to provide Park Bond Program Manager Services to support management and implementation of the County's Parks Bond Program in the areas of planning, design, construction administration services and may involve operations and maintenance analysis as needed of the various capital improvements. It is anticipated that the program will be completed within a five-year period.

Projects will be classified into three distinct categories with parts of the scopes for each of those being unique. Other parts of the scopes will apply to all three and those will be classified as "General Program Management". The three categories are Hays County sponsored development projects, Hays County sponsored land and/or conservation easement acquisition and Grant Projects to other sponsor entities.

A. General Program Management

These tasks generally apply to all three types of projects.

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

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, processes.
2. Meet with Commissioners and County staff to discuss projects.
3. Develop cost estimates and implementation schedules for projects.
4. Update the Hays County website, as appropriate; assist in developing a new public information website focusing on the County's overall park bond program.
5. Assist the County in developing public information strategies for the program and specific park projects. This includes items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites and associated updates of same, maps, informational pieces keyed to each park project, graphics and other exhibits, as needed.
6. Review all State and Federal funding programs to identify "partnering" opportunities. Assist in preparing/presenting program/funding proposals.
7. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
8. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government

bodies, service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

9. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
10. Assist in planning meetings and notifications to affected areas (neighborhoods, cities, etc.) through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
11. Create, update and modify as needed, all project signage text and layout for all of the county park bond projects.
12. Provide preliminary design program activities related to establishing the systems and procedures to implement the Park Bond projects. Including:
 - a) Meet and coordinate with various county departments and staff to establish goals, constraints, priorities, and responsibilities.
 - b) Prepare a Master Schedule for the Park Bond Program, including planning activities, design, parkland and/or conservation easement acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents and bid documents.
 - d) Maintain Bond Program Standard Procedures Manual.
 - e) Maintain Bond Program Standard Forms.
 - f) Maintain Bond Program Design Criteria.
 - g) Maintain Bond Program Plan Preparation Criteria.
 - h) Maintain Bond Program Standards for CADD and CADD procedures.
 - i) Review existing Hays County Bid Package Documents and revise, as necessary.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks that fall under General Program Management:

- a) Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the Park Bond projects, development schedules, and cost estimates for priority projects;
- b) Attend Commissioners Court meetings, Executive Sessions, and Park Bond work sessions;
- c) Prepare budgets and related materials for Commissioners Court meetings and work sessions;
- d) Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- e) Prepare correspondence for the Judge, Commissioners, and County Staff;
- f) Update Park Bond project schedules and cash flows and meet with the County Auditor and financial advisors;
- g) Monitor and Update Park Bond Website;

- h) Meetings/Phone Calls/E-Mails with the Park Bond Management Team
- i) Review/approve/process construction payments
- j) Review/approve/process design consultant invoices
- k) Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- l) Approve and Process Professional Services Agreements (PSA's)
- m) Present design contracts to Commissioners Court
- n) Negotiate PSA Scope and Fee
- o) Review and Process Work Authorizations for submittal to Commissioners Court for approval
- p) Review /recommend approval or disapproval/process construction change orders
- q) Review monthly budget reports, track expenditures, program budget amendments
- r) Prepare advertisements and review bids for County Park Bond Construction Projects
- s) Utilize ProjectWise or other Internet project database to facilitate project management and coordination efforts

B. Hays County Sponsored Development Projects

These projects are those that, with the assistance of HALFF, the County will be responsible for developing the project from inception to completion. These projects may include some form of property acquisition but will also include the procurement of design professionals and construction services in order to physically develop a project.

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

1. Provide Pre-Design Services, including preparation of the project requirements documents and selection of the design firms through a request for qualifications (RFQ) process. HALFF will carry out the following activities:
 - a) Develop design solicitation package, advertise and release for responses.
 - b) Conduct pre-submission conference and coordinate response to any questions.
 - c) Receive and review responses and recommend project design firm awards.
 - d) Prepare recommendation for Commissioners Court approval and documentation for authorization.
 - e) Prepare and issue notice of selection and prepare / process contracts.
 - f) Conduct design kick-off meetings.
2. Provide Design Phase Management Services including a process of continual review and consultation among members of the Project Team on all issues as the design progresses from fundamental and general discussions, initially, to detailed decisions for each Project. The process will include a value engineering review and a constructability review. The Design Firm has total responsibility for design decisions and execution. HALFF acting as the Program Manager will carry out the following activities:
 - a) Manage progress of work and coordinate with design team, County Staff and other internal & external stakeholders.
 - b) Conduct design progress meetings with design firms to review progress of design and compliance with baseline scope, budget, and schedule parameters.
 - c) Coordinate 3rd party services, such as surveys, environmental evaluations, geotechnical, material testing and or specialty inspections, etc.
 - d) Coordinate land acquisition and right of way activities associated with these development

projects.

- e) Review design deliverables for scope conformance
 - f) Conduct QA/QC reviews at major design milestones (30%, 60%, 90%).
 - g) Drawing / specification review for constructability, accuracy, and conformance to standards
 - h) Project Budget and Opinions of Probable Construction Costs (OPCC) verification
 - i) Final Construction Document and Bid Package Review
3. Provide Procurement Phase Bid / Negotiation Management Services focusing on coordination of bid activities and contractor / subcontractor engagement efforts to maximize bidder participation resulting in cost competitiveness. Upon completion of the design and oversight services provided by HALFF and approval of the Final drawings and specifications by the County, HALFF shall provide these professional services to be coordinated with the design consultants:
- a) Securing bids by coordinating issuance of Notice to Bidders to prospective contractors and vendors utilizing Civcast or approved County solicitation method. Project bidding registration cost for Civcast will be paid by the County.
 - b) Conducting a pre-bid conference for the construction projects and coordinate responses to contractor questions by the design consultant. Response to the pre-bid conference will be in the form of addenda issued by the design consultant after the conference.
 - c) Review design consultant's tabulating and analyzing of the bids received and evaluating design consultant's recommendation of award for the construction contract in conjunction with preparing for Commissioners Court recommendation.
 - d) HALFF will prepare necessary items for Commissioners Court award.
 - e) HALFF will prepare notice of award of contract to successful contractor for County signature.
 - f) HALFF will coordinate with the design consultants for furnishing the awarded contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
4. Provide Construction Phase Management focusing on efforts to expedite and improve the efficiency of the construction process through professional planning and execution of the program and individual project activities affecting scope, cost, time, safety and quality requirements. The construction contractor has total responsibility for construction means, methods, sequence and procedures used in the construction of the projects, and for the safety of its personnel and its operations. HALFF will provide inspection services of the constructor work. Specific activities include:
- a) Conduct coordination Owner, Design Professional, Contractor ("ODC") meetings with owner, design consultant, and construction team approximately twice per month and during critical activities or in response to concerns.
 - b) Provide coordination amongst all project parties:
 - i. Facilitate communication among team members, owner, design consultant, and contractor.
 - ii. Expedite response to any agency's requirements that could impact final completion date and occupancy including all utilities, infrastructure, and inspections.
 - iii. Monitor and update progress schedules based on feedback from Contractor and Design Consultants.
 - iv. Review and recommend change orders to County for approval resulting from unforeseen conditions or owner requested scope changes.
 - v. Review and process contractors' monthly applications for payment.

- vi. Keep the County informed and provide monthly reports.
- vii. Coordinate with third party testing, commissioning, and other specialty contractors.
- viii. Substantial completion and any necessary occupancy coordination with owner.
- ix. Final close-out and financial reconciliation.

C. Hays County Sponsored Land and/or Conservation Easement Acquisitions

These projects are those that, with the assistance of HALFF, the County will be responsible for acquiring fee-simple title, conservation easements or some other type of perpetual public access for use by the Hays County residents.

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

- 1. Meet with Commissioners and County staff to identify priority acquisitions.
- 2. Assist the County staff, as necessary, in the coordination of acquisitions services and the timely acquisition of parkland and conservation easements. This would include providing preliminary price estimates and a priority acquisition schedule.
- 3. Provide land appraisals and assistance with negotiations.

D. Grant Projects to Other Sponsor Entities

These projects are those that, with the assistance of HALFF, the County will be providing grant funds to other sponsor entities for planning, design and development of public park and/or facility improvements.

HALFF, when appropriate and based upon the Sponsor's needs, shall furnish all materials required to perform the services specified below.

- 1. Assist in preparation of Interlocal Agreements with Cities or appropriate type agreements with other Sponsors partnering with the County to jointly fund and plan, design and construct projects identified in the Park Bond Program.
- 2. Monitor Sponsor activities, schedules, and invoices as necessary for conformance with agreements and previously established protocols.
- 3. Review and approve for payment all invoices and/or requests for reimbursement to the County for professional services and construction services for grant projects.
- 4. Review all State and Federal funding programs to identify "partnering" opportunities. Assist in preparing/presenting program/funding proposals.
- 5. Coordinate and schedule announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
- 6. Provide Pre-Design Services, including preparation of the project requirements documents and selection of the design firms through a request for qualifications (RFQ) process. HALFF will carry

out the following activities:

- a) Develop design solicitation package, advertise and release for responses.
 - b) Conduct pre-submission conference and coordinate response to any questions.
 - c) Receive and review responses and recommend project design firm awards.
 - d) Prepare recommendation for entity approval and documentation for authorization.
 - e) Prepare and issue notice of selection and prepare / process contracts.
 - f) Conduct design kick-off meetings.
7. Provide Design Phase Management Services including a process of continual review and consultation among members of the Project Team on all issues as the design progresses from fundamental and general discussions, initially, to detailed decisions for each Project. The process will include a value engineering review and a constructability review. The Design Firm has total responsibility for design decisions and execution. HALFF acting as the Program Manager will carry out the following activities:
- a) Manage progress of work and coordinate with design team, Sponsor Staff and other internal & external stakeholders.
 - b) Conduct design progress meetings with design firms to review progress of design and compliance with baseline scope, budget, and schedule parameters.
 - c) Coordinate 3rd party services, such as surveys, environmental evaluations, geotechnical, material testing and or specialty inspections, etc.
 - d) Coordinate land acquisition and right of way activities associated with these development projects.
 - e) Review design deliverables for scope conformance
 - f) Conduct QA/QC reviews at major design milestones (30%, 60%, 90%).
 - g) Drawing / specification review for constructability, accuracy, and conformance to standards
 - h) Project Budget and Opinions of Probable Construction Costs (OPCC) verification
 - i) Final Construction Document and Bid Package Review
8. Provide Procurement Phase Bid / Negotiation Management Services focusing on coordination of bid activities and contractor / subcontractor engagement efforts to maximize bidder participation resulting in cost competitiveness. Upon completion of the design and oversight services provided by HALFF and approval of the Final drawings and specifications by the Sponsor, HALFF shall provide these professional services to be coordinated with the design consultants:
- a) Securing bids by coordinating issuance of Notice to Bidders to prospective contractors and vendors utilizing Civcast or approved Sponsor solicitation method. Project bidding registration cost for Civcast will be paid by the Sponsor.
 - b) Conducting a pre-bid conference for the construction projects and coordinate responses to contractor questions by the design consultant. Response to the pre-bid conference will be in the form of addenda issued by the design consultant after the conference.
 - c) Review design consultant's tabulating and analyzing of the bids received and evaluating design consultant's recommendation of award for the construction contract in conjunction with preparing for City Council/Board/etc. recommendation.
 - d) HALFF will prepare necessary items for City Council/Board/etc. award.
 - e) HALFF will prepare notice of award of contract to successful contractor for Sponsor signature.
 - f) HALFF will coordinate with the design consultants for furnishing the awarded contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

9. Provide Construction Phase Management focusing on efforts to expedite and improve the efficiency of the construction process through professional planning and execution of the program and individual project activities affecting scope, cost, time, safety and quality requirements. The construction contractor has total responsibility for construction means, methods, sequence and procedures used in the construction of the projects, and for the safety of its personnel and its operations. HALFF will provide inspection services of the constructor work. Specific activities include:
 - a) Conduct coordination Owner, Design Professional, Contractor (“ODC”) meetings with owner, design consultant, and construction team approximately twice per month and during critical activities or in response to concerns.
 - b) Provide coordination amongst all project parties:
 - i. Facilitate communication among team members, owner, design consultant, and contractor.
 - ii. Expedite response to any agency’s requirements that could impact final completion date and occupancy including all utilities, infrastructure, and inspections.
 - iii. Monitor and update progress schedules based on feedback from Contractor and Design Consultants.
 - iv. Review and recommend change orders to Sponsor for approval resulting from unforeseen conditions or owner requested scope changes.
 - v. Review and process contractors’ monthly applications for payment.
 - vi. Keep the Sponsor informed and provide monthly reports.
 - vii. Coordinate with third party testing, commissioning, and other specialty contractors.
 - viii. Substantial completion and any necessary occupancy coordination with owner.
 - ix. Final close-out and financial reconciliation.

E. Additional Services:

Additional program and project management support activities may be required during the execution of the program. The following services are included as additional to the basic services detailed previously and will be implemented only upon written authorization by the County:

1. Right of Way Agent for Survey Permission Right of Entry
 - a) Review maps provided by County identifying parcels requiring survey permission right of entry
 - b) Research Travis Central Appraisal District records for owner contact information
 - c) Research Secretary of State records for business owner contact information
 - d) Prepare survey permission right of entry letter for each property owner
 - e) Prepare survey permission right of entry form for each property owner’s signature
 - f) Contact each property owner to meet and discuss survey permission right of entry, if practical
 - g) Initiate and receive various phone calls throughout survey permission right of entry process
 - h) Provide property owner questions/concerns with Engineer and County to resolve property owner questions/concerns
 - i) Prepare general correspondence to property owner to address concerns, if required
 - j) Provide signed survey permission right of entry forms to County
 - k) If Owner refuses to sign ROE, parcel file will be submitted to the Office of General Counsel to

secure access through court action

2. Phase I Environmental Site Assessments

The ESA's will be performed in accordance with the American Society for Testing and Materials (ASTM) E1527-13 Standard Practice and will consist of the tasks outlined as follows:

- TASK 1: Review standard historical sources (e.g. aerial photographs, Sanborn Fire Insurance Maps, historical directories, etc.) and standard physical setting sources.
- TASK 2: Review Federal and State regulatory databases in accordance with ASTM E1527-13 Standard Practice. This does not include a detailed risk assessment of all pathways, receptors, exposure assessments, or dose response evaluations.
- TASK 3: Contact state and local government officials, and current site owner/manager in an effort to identify recognized environmental conditions on or near the subject property.
- TASK 4: Visit the subject property to ascertain existing conditions. Perform a curbside visual survey of adjacent properties to determine land usage and existing conditions, looking specifically for activities that could be of environmental concern.
- TASK 5: Identify any evident or obvious on-site storage or disposal facilities or obvious on-site treatment facilities, and comment on their potential for discharge of waste materials to the environment.
- TASK 6: Prepare an ESA report listing any data gaps, comments, and recommendations regarding the subject property. Halff Associates will provide an electronic version of the ESA report.

Assumptions:

- The site will be accessible, the owner will provide site access, the site visit can be conducted during one day, and multiple mobilizations to the site will not be required.
- The user will provide information regarding the environmental cleanup liens, activity use limitations (AULs), specialized knowledge, the purchase price compared to the fair market value of the property, an assessment of commonly known or reasonably ascertainable information about the property, and/or indications of the presence or likely presence of contamination on the property as detailed in the attached *User Questionnaire*.
- Reasonably ascertainable regulatory files include records which can be obtained within 20 days of being requested at a cost of \$100 or less. File retrieval costs that exceed \$100 will be billed in addition to the lump sum fee on a time and materials basis.

3. Waters of the United States Delineation and Jurisdictional Assessments

Aquatic features delineation and jurisdictional assessments will be conducted to identify aquatic resources (wetlands, streams, rivers, ponds, etc.) that may be regulated as waters of the United States (WOTUS) by the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (Section 404). To facilitate avoidance of these resources, Halff will perform an on-the-ground delineation of aquatic resources (streams, creeks, wetlands, ponds, etc.) within the project limits in accordance with the USACE "Wetland Delineation Manual, Technical report Y-87-1" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)." Under this task, Halff will:

- a) Employ GPS surveying techniques per USACE Fort Worth District operating procedures to delineate the limits of potential WOTUS, including wetlands.

- b) Complete necessary wetland data forms and take on-site photography for representative site features.
 - c) Prepare draft and final reports describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for future permits, if necessary. Geographic Information System (GIS) shapefiles of the field data collected will be provided with the final report.
 - d) Prepare a permitting assessment memorandum either:
 - i. Demonstrating avoidance of impacts to aquatic resources with the potential to be regulated as WOTUS; or,
 - ii. Outlining permitting requirements for work in WOTUS and additional documentation needed to facilitate compliance with Section 404.
- 4. Threatened and Endangered Species Assessment

Halff recommends the following scope of service to determine requirements for compliance with the Endangered Species Act, Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA). Halff proposes to conduct a threatened and endangered species and habitat (T&E) assessment by performing a literature review of federal-listed threatened and endangered species for Hays County, Texas and evaluating the study area for suitable habitat for identified species. The investigation will also include a search request from the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). Halff will obtain official species information from United States Fish and Wildlife Service (US Fish & Wildlife) Information for Planning and Consultation (IPaC). The TXNDD and IPaC data are to support determinations of potential species occurrence for the site and provide specific information where available. Since an absence in the TXNDD data does not equate to absence of a species on the site, general observations during field visits will also be utilized. Halff will prepare a habitat assessment report for species potentially occurring within the study area which will include:

 - a) Whether preferred habitat or designated critical habitat for any listed species is present within the project area;
 - b) Whether any listed species are likely to be present;
 - c) Whether development within the subject property affects or has the potential to affect federally-listed species.
- 5. Cultural Resources Desktop Assessment

Because Hays County is a Political Subdivision of the State of Texas, activities undertaken by the county on public land must comply with the Antiquities Code of Texas (ACT). To assist in demonstrating ACT compliance, desktop review will be performed using the Texas Historical Commission Archeological Sites Atlas (THC Atlas) to determine whether any archeological historical properties, included those listed on or eligible for the National Register of Historic Places, cemeteries or historical markers are documented within or adjacent to the project area. In addition, the THC Atlas will be reviewed to determine whether any previous cultural resources surveys have been performed within the project area. Background research will also include a review of local soil, geologic and historic land use data to evaluate the potential for buried/undisturbed archeological sites and historic structures within or adjacent to the project area. The results of the desktop review will be summarized in a report submitted for review by the client and the State Historic Preservation Officer with the Texas Historical Commission.
- 6. Any Services other than those outlined in the Scope of Services

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 18, 2021	

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
KENNEDY	BECERRA	N/A

SUMMARY

Litigation update to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code consultation with counsel and deliberation regarding employment and duties of all individual positions within the Hays County Auditor's Office. Possible action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 18, 2021	N/A

LINE ITEM NUMBER

001-606-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

Summary to be provided to Court.