Commissioners Court – November 10, 2026
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on NOVEMBER 10, 2026**,** in the Hays County Courthouse, 111 East San Antonio Street, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**

D. **ROLL CALL**

E. **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 .

F. **PRESENTATIONS & PROCLAMATIONS**

1. Adopt a Proclamation recognizing November 2026 as Turkeys Tackling Hunger Month. **INGALSBE**
2. Adopt a Proclamation recognizing November 2026 as Veteran and Military Family Appreciation Month in Hays County. **HAMMER/PRATHER**
3. Presentation by Freese & Nichols Inc. regarding updates to the Hays County Development Regulations. **BECERRA/BERLAD**

G. **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.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror disbursements. **TENORIO**
3. Approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**
4. Approve the payment of the November 30, 2026 payroll disbursements in an amount not to exceed $6,800,000.00 effective November 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**
5. Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

6. Approve Commissioners Court minutes of September 8, 2026. **BECERRA/CARDENAS**

7. Call for a public hearing at 11:00 A.M. on December 1, 2026, regarding the proposed updates to the Hays County Development Regulations. **BECERRA/BERLAD**

8. Call for a Public Hearing on December 1st, 2026 regarding PLN-3079-PC; Silver Spur Ranchettes, Section 2, Portion of Lot 11, Replat. **SMITH/BERLAD**

9. Approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Aaron Jones as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Will Parrish as the Small Cities alternate member. **INGALSBE**

10. Approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. **HIPOLITO/HAMMER**

11. Authorize the renewal of the Hays County Humana Medicare Advantage Plan for eligible retirees and their spouses, effective January 1, 2027, authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). **BECERRA/GRANJENO**

12. Authorize the Human Resources Department to purchase consumable goods, awards, recognition gifts, and related supplies for the FY2027 Hays County Employee Recognition Program, in an amount not to exceed $9,367.00. **BECERRA/GRANJENO**

13. Authorize payment to the Texas Association of County and City Health Officials (TACCHO) for membership in the amount of $4,000.00, where no purchase order was obtained per the purchasing policy. **COHEN/GONZALES**

14. Authorize the County to accept insurance proceeds from TAC in an amount of $23,540.70 related to vehicle damages and to pay the outstanding lease obligation of $30,982.66 to Four Stars Finance and amend the budget accordingly. **INGALSBE/WOODLAND/GRANJENO**

15. Authorize the execution of a social service grant contract between Hays County and the City of Buda Seniors Taking a Ride (STAR) Transportation Program in the amount of $21,000.00 and amend the budget accordingly. **INGALSBE/BOUTTE/WOODLAND**

16. Authorize the execution of a thirty-six (36) month agreement between Hays County and Samsara, $15,446.40 annually, for continued access to the GPS tracking system used for county vehicles to approve the addition of new devices, and authorize a waiver to the purchasing policy of obtaining additional quotes. **INGALSBE/CRUMLEY**

17. Approve payment to Card Services in the amount of $300.86 related to a Samsara invoice for Facilities and Recourse Management vehicle tracking software. **INGALSBE/CRUMLEY**

18. Authorize the Parks and Natural Resources Department to temporarily waive entry fees to Dahlstrom Preserve effective November 1st until such a time when a new payment processor is in place and ready to collect fees. **SMITH/FLOCKE**

19. Authorize the acceptance of a grant award from the Office of the Governor, FY27 Victim Assistance General Direct Services Project, Victims of Crime Act Formula Grant Program in the amount of $57,464.40. **COHEN/BOUTTE/HIGGINS**

20. Authorize the acceptance of a grant award from the Office of the Governor, FY27 Justice and Training Program, Violence Against Women Formula Grant in the amount of $15,874.02 and amend the budget accordingly. **COHEN/BOUTTE/HIGGINS**

21. Authorize the acceptance of the grant award from the Texas Bar Foundation, Fall 2026 Grant, on behalf of the DWI Court, in the amount of $5,000.00, and amend the budget accordingly. **INGALSBE/BECERRA/BOUTTE/HALL**

22. Ratify the acceptance of a grant award from the Texas Comptroller, FY27 Rural Law Enforcement - Prosecutors Office Grant program in the amount of $275,000.00. **SMITH/HIGGINS**

23. Authorize the submission of the grant application to the Alzheimer's Association, Healthy Brain Initiative Road Map Strategists Program in the amount of $50,000.00. **INGALSBE/BOUTTE/GONZALES**

24. Authorize the submission of a grant application to the Texas Veterans Commission, FY28/29 Veterans Treatment Court grant program in the amount of $568,000.00. **BECERRA/BOUTTE/JOHNSON**

25. Authorize the execution of an agreement between Axon Enterprise, Inc. and Hays County, effective 2/1/2027, for Fiscal Year 2027 Law Enforcement positions for the Sheriff's Office. **HAMMER/HIPOLITO**

26. Authorize the execution of a new Master Service Agreement between Hays County and Lexipol, LLC related to CorrectionsOne Academy for the Sheriff's Office. **INGALSBE/HIPOLITO/HUNT**

27. Authorize the execution of the Justice Case Access Agreement with Tyler Technologies, related to the Justice Case Access Software utilized by the District Clerk's Office. **BECERRA/ULIBARRI/HUNT**

28. Approve payment and disbursement on November 10, 2026, to Sunfield Station in the amount of $2,400.00 for the voting location during the May 15-26 election, where no purchase order was obtained prior to services. **BECERRA/DOINOFF/HUNT**

29. Authorize payment to Hart Intercivic in the amount of $12,150.00 for ballot paper and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D). **BECERRA/DOINOFF/HUNT**

30. Authorize payment to Dixie Tools, in the amount of $792.00, where no purchase order was obtained by the Transportation Department per the Purchasing Policy. **HAMMER/A.JONES/HUNT**

31. Authorize the execution of the renewal order form and payment to UKG in the amount of $6,026.44 related to the annual support service agreement between Hays County and UKG for our timekeeping machines, where no purchase order was obtained prior to services starting. **BECERRA/VILLARREAI-ALONZO/HUNT**

32. Authorize payment to Waldrip Insurance Agency in the amount of $722.00 for Surety Bonds for the Tax Assessor Collector for bonding requirements, where no purchase order was obtained per the purchasing policy. **BECERRA/ESCOBAR**

33. Authorize the execution of renewal two to IFB 2025-B02 Hauling Solid Waste with Waste Connections Lone Star, Inc. and Texas Disposal Systems, Inc. for one (1) additional year, effective November 5, 2026. Texas Disposal Systems, Inc is requesting an 11% price increase from the original contract value. **HAMMER/SMITH/CRUMLEY/HUNT**

34. Approve specifications for IFB 2027-B05 Portable Toilet and Handwashing Station Rentals and authorize Purchasing to advertise and solicit bids. **BECERRA/FLOCKE/A.JONES/HUNT**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to release the performance bond #800241665 in the amount of $4,620,654.75, accept the 2-year maintenance bond #PB03016801567 in the amount of $456,234.94, accept the 1-year revegetation bond #PB03016801054M in the amount $247,261.00, and consider the acceptance of road construction & surface drainage improvements for The Ranch at Caliterra. **SMITH/A.JONES**

2. Discussion and possible action to approve the selection of Heidaker Land Services, Inc. to provide Right-of-Way Acquisition services for the William Pettus project in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE/A.JONES**

3. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2027-PSA-16) between Hays County and Pape-Dawson Consulting Engineers, LLC. to provide engineering services for the Leah Avenue project in Precinct 1 and amend the budget accordingly. **INGALSBE/A.JONES**

4. Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-13) between Hays County and Kimley-Horn and Associates, Inc. to provide Design services for the FM 2001 East project in Precinct 1. **INGALSBE/A.JONES**

5. Discussion and possible action to authorize the execution of Contract Amendment No. 1 of the Professional Services Agreement between Hays County and Quiddity Engineering, LLC for the Centerpoint Road project in Precinct 3 to add further subconsultant labor rate categories. **HAMMER/A.JONES**

6. Discussion and possible action to authorize the execution of Change Order No. 7 in the amount of $37,655.12 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **HAMMER/A.JONES**

J. **SUBDIVISIONS**

K. **MISCELLANEOUS**

1. Discussion and possible action to canvass the November 3, 2026 General Election results. **BECERRA/DOINOFF**

2. 10:00 A.M. - Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code to discuss, consider, and take action on setting an amended rate for the Fiscal Year 2027 for the Local Provider Participation Fund mandatory payments. The mandatory payments will be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services (using Medicare Cost Reports based on the Upper Payment Limit methodology), how the revenue derived from those payments is to be spent, and creation of a new LPPF bank account for the mandatory payments. The mandatory payments will be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services (using Medicare Cost Reports based on the Upper Payment Limit methodology), how the revenue derived from those payments is to be spent, and creation of a new LPPF bank account for the mandatory payments. **HAMMER/GONZALES**

3. Discussion and possible action to approve the order implementing the amended rate for the Hays County FY27 LPPF mandatory payments to be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services (using Medicare Cost Reports based on the Upper Payment Limit methodology), how the revenue derived from those payments is to be spent, and creation of a new LPPF bank account for the mandatory payments. **HAMMER/GONZALES**

4. Discussion and possible action on an order adopting a Local Provider Participation Fund rule to require that Hays County LPPF mandatory payments be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient services. **HAMMER/GONZALES**

5. Discussion and possible action to approve the Assessment and Collection Agreement with La Cima Municipal Management District #1. **HAMMER/ESCOBAR**

6. Discussion and possible action to modify the 2B113 Time Off to Vote Policy of the personnel policies effective October 19, 2026. **COHEN/GRANJENO**

7. Discussion and possible approval to enter into an agreement with a private media studio to use the historic courthouse grounds and parking spaces to film a commercial on or about November 17, 18, or 19, 2026. **BECERRA/CRUMLEY**

8. Discussion and possible action to authorize the County Clerk's Office to obtain a cloud-based software platform to generate Commissioners Court minutes through Govably, Inc. in the amount of $19,200.00 for year one, and authorize a waiver to the purchasing policy of obtaining three quotes. **BECERRA/CARDENAS/HUNT**

9. Discussion and possible action to authorize Facilities and Resource Management to purchase a Knox Emergency Key Box in the amount of $535.00 for the Hays County Sports Complex located at 2880 East Bebee Road, and amend the budget accordingly. **INGALSBE/CRUMLEY**

10. Discussion and possible action to authorize Facilities and Resource Management to replace the roof of the Elections IT building in the amount of $267,478.29 and amend the budget accordingly. **HAMMER/CRUMLEY**

11. Discussion and possible action to authorize the execution of a Memorandum of Understanding (MOU) between Hays County, Texas and Emergency Management and Response (EMR) for the use of EMR's resources during emergency incidents or disasters. **BECERRA/M.JONES**

12. Discussion and possible action to approve the execution of an Interlocal Agreement (ILA) between Hays County and the City of San Marcos for the installation of decorative tree lighting on the Historic Courthouse grounds utilizing Tax Increment Reinvestment Zone (TIRZ) No. 5 funding. **INGALSBE/CRUMLEY**

13. Discussion and possible action regarding the reassignment of the DWI & Drug Court Case Manager, position 0437-001, from County Court at Law 2, to District Courts, effective November 16, 2026, and amend the budget accordingly. **INGALSBE/TIBBE/HALL**

14. Discussion and possible action to authorize the Office of the County Administrator and the Hays County Criminal District Attorney's Office to negotiate an agreement with The Nature Conservancy concerning the potential acquisition of the Mount Edith property located at or near FM 2325 and Woodcreek Drive in Precinct 3, including an initial funding commitment of $200,000.00, and to return the agreement to Commissioners Court for consideration and final approval and amend the budget accordingly. **HAMMER**

15. Discussion and possible action to authorize the acceptance of a grant agreement and execute associated documents from the Texas Water Development Board in the amount of $178,526.00 and amend the budget accordingly. **HAMMER/BOUTTE/BERLAD/M.JONES**

16. Discussion and possible action to authorize the purchase of tree planting and watershed management supplies in the amount of $11,065.94 from Forestry Suppliers, Inc. using Texas A&M Forest Watershed Protection Plan Grant funds. **HAMMER/FLOCKE**

17. Discussion and possible action to authorize the execution of a quitclaim deed between Hays County and Lisa Greaves Taylor, Lauren Greaves, Jennifer Roberts, Emily Roberts of roughly 3.69 acres for the Presa Grande Trailhead. **HAMMER/FLOCKE**

18. Discussion and possible action to authorize the execution of an Agreement between Hays County and Granicus related to Commissioners Court video streaming totaling $61,369.68, effective November 1, 2026. **BECERRA/CARDENAS/HUNT**

19. Discussion and possible action to authorize the execution of contract Amendment 1 to A Better Boat, LLC (2027-PSA-01) and Axis of Mental Healthcare, PLLC (2027-PSA-03) to add additional services related to the Office of the Governor Grant, $72,000.00. **COHEN/INGALSBE/BROWN/HUNT**

20. Discussion and possible action to authorize the execution of Amendment 1 to RFP 2026-P01 Flood Warning System Maintenance & Repair Services between Hays County and Water, Earth, Technologies, adding server update services to the bi-annual preventative maintenance schedule, annually $8,000.00 (4% increase) and amend the budget accordingly. **BECERRA/M.JONES/HUNT**

21. Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-21) between Hays County and Ecological Works related to the Regional Habitat Conservation Plan (RHCP), effective October 1, 2026, with a not-to-exceed contract value $48,000.00, and authorize a waiver to the purchasing policy of obtaining three quotes. **HAMMER/FLOCKE/HUNT**

22. Discussion and possible action regarding the development of the Hays County Commissioners Court's legislative agenda and priorities for the 90th Session of the Texas Legislature, including direction to the Office of County Administrator to return with a proposed slate of priorities for the Court's final approval. **COHEN**

L.

EXECUTIVE SESSIONS

The Commissioners Court will announce that 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.

1. 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 Hercules. Possible discussion and/or action may follow in open court. **BECERRA**

2. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near East FM 150, Kyle, Texas 78640 in Precinct 1. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

3. 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **HAMMER**

4. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the County's legal options and remedies involving the indigent defense services provided by Neighborhood Defender Services. Possible discussion and/or action may follow in open court. **COHEN**

M.

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.

1. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

2. Discussion and possible action related to the burn ban. **BECERRA**

3. Discussion and possible action related to proposed bills in the 90th 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**

N. **ADJOURNMENT**

Posted at least three (3) business days before the scheduled meeting of the
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 (3 business days 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: F. 1.

Hays County Commissioners Court

Date: 11/10/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing November 2026 as Turkeys Tackling Hunger Month. **INGALSBE**

Summary

Proclamation - Turkeys Tackling Hunger Month

Attachments

Turkeys Tackling Hunger Month

PROCLAMATION RECOGNIZING NOVEMBER 2026 AS
TURKEYS TACKLING HUNGER MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, Hays County Food Bank represents a county-wide effort to provide nutritious food to individuals and families facing food insecurity, made possible through the generous support of individuals, civic organizations, local government, and businesses; and

WHEREAS, food insecurity continues to affect many Hays County households, where families often struggle to access enough food to meet their basic needs, especially during the holiday season; and

WHEREAS, the Hays County Food Bank's Turkeys Tackling Hunger campaign, now in its 20th year, unites the Hays County community each November to ensure that local families can share in the joy of the holidays with a traditional meal, complete with a turkey and all the fixings; and

WHEREAS, in 2025, the Hays County Food Bank and its community partners provide Holiday Meal Kits to 1,500 households every year, alongside a holiday meal hosted in San Marcos, giving our neighbors the ingredients needed for a full, home-cooked holiday spread; and

WHEREAS, the Turkeys Tackling Hunger campaign reflects the generosity and compassion of Hays County residents, who continue to step forward to fight hunger, promote dignity, and nourish hope across our community.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of November 2026 as

TURKEYS TACKLING HUNGER MONTH

AND DO HEREBY CALL upon the people of Hays County to pledge to support and participate in this program by helping to provide families and individuals in need throughout Hays County with the food to prepare a traditional holiday meal at home.

ADOPTED THIS THE 10th DAY OF November 2026

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Morgan Hammer, Commissioner, Pct 3

Sponsor: Commissioner Hammer

Agenda Item

Adopt a Proclamation recognizing November 2026 as Veteran and Military Family Appreciation Month in Hays County.
HAMMER/PRATHER

Summary

Attachments

Proclamation

PROCLAMATION RECOGNIZING NOVEMBER 2026 AS
VETERAN AND MILITARY FAMILY APPRECIATION MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, each veteran and military family represents a proud link in a long chain of honor and service that stretches back to our nation's founding; and

WHEREAS, military families stand beside their loved ones in uniform, enduring long separations, frequent moves, and countless sacrifices in service to our country; and

WHEREAS, America's military men and women and their families are vital to the security and prosperity of our Nation; and

WHEREAS, Hays County is home to many veterans, active-duty service members, reservists, and military families who contribute daily to the strength and character of our communities; and

WHEREAS, the Hays County Veterans Services Office is committed to supporting veterans and their families through claims assistance, advocacy, and access to vital benefits and resources; and

WHEREAS, the Hope for Hays Grant Program, which provides emergency financial assistance to local veteran families facing hardship—helping with late rent, utility payments, transportation cost and other basic needs such as gas and groceries; and

WHEREAS, recognizing the critical importance of mental health and emotional well-being, Hays County Veteran Services has expanded community-based counseling support in partnership with the Austin Vet Center and the Samaritan Center by providing in-person counseling services each week at the Hays County Courthouse, and other locations throughout Hays County; and

WHEREAS, the Hays County Veterans Services Office partners with many local Veteran Service Organizations and nonprofits reflect Hays County's ongoing commitment to strengthen the health and well-being of all residents, particularly those who have served our nation, by expanding access to care, promoting housing stability, and fostering community connection; and

WHEREAS, these partnerships directly contribute to Hays County's objective of expanding community-based behavioral health services and improving mental health outcomes among Veterans. These combined efforts have played a vital role in reducing homelessness, promoting housing stability, reduce food insecurity, strengthen the health and well-being for Veterans and their families in Hays County.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim **November 2026 as Veteran and Military Family Appreciation Month in Hays County** and encourages all residents to express their appreciation and support for our military families through acts of service, community engagement, and gratitude.

ADOPTED THIS THE 10TH DAY OF NOVEMBER 2026

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Michael Berlad

Sponsor: Judge Becerra

Agenda Item

Presentation by Freese & Nichols Inc. regarding updates to the Hays County Development Regulations.
BECERRA/BERLAD

Summary

Presentation by Freese & Nichols Inc. (FNI) regarding updates to the Hays County Development Regulations including but not limited to, conservation, drainage/stormwater, land divisions (Platting & Subdivisions), transportation, and permitting.

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the November 30, 2026 payroll disbursements in an amount not to exceed $6,800,000.00 effective November 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

Quarterly Internal Examination Reports includes the following Offices:

Jan 2026 to Mar 2026: Purchasing Office, District Attorney State Apportionment Fund
Apr 2026 to Jun 2026: Purchasing Office
Jul 2026 to Sep 2026: Sheriff's Office Inmate Trust Fund, Sheriff's Office Commissary Fund, Sheriff's Office LEOSE Fund

Attachments

Quarterly Internal Examination Reports

OFFICE OF THE COUNTY AUDITOR
1901 Dutton Dr., Suite E
San Marcos, Texas 78666
512-393-2283
Fax: 512-393-2265
www.hayscountytx.gov

Marisol Villarreal-Alonzo, CPA
County Auditor
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Luis Pompa
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November 3, 2026

Stephanie Hunt
Hays County Purchasing Agent
1901 Dutton Drive, Suite E
San Marcos, Texas 78666

Dear Ms. Hunt:

In accordance with subsection 115.002 and 115.004 of the Texas Local Government Code, the Hays County Auditor's Office performed an internal examination of the records of the Hays County Purchasing Office during the period of January 1, 2026, to March 31, 2026. The internal examination consisted of reviewing 469 electronic purchase orders issued and other supporting documentation determining compliance with the Hays County Purchasing Policy and Procedures Manual dated February 15, 2022, and Chapter 262 of the Texas Local Government Code.

Based on the internal examination, purchase orders issued appear to be properly authorized, competitively procured where required, and recorded accurately in the county's procurement system except for the following findings and recommendations.

#1 One purchase order of $500 or greater but less than $1,500 did not have the required minimum of three competitive quotations.

The Hays County Purchasing Office issued a purchase order with a total cost of $726.00 for time clock repairs based on only having one quote. The notes attached to the purchase order and documented by the Hays County Purchasing Office state the time clocks were sent to the vendor for assessment and to provide a quote for the repairs. Further, two additional quotes are not required as an assessment fee would be due if the time clocks are not repaired by this vendor and similar assessment fees would be charged by other vendors to obtain additional quotes therefore using unnecessary county funds. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 2" purchase which requires a minimum of three competitive quotes before a purchase order is issued and any order is placed.

Recommendation

The Hays County Auditor's Office recommends the Hays County Purchasing Office seek pre-approval from Commissioners Court or formally adopt an exemption in the Hays County Purchasing Policy and Procedures Manual. Failure to obtain the approval or exemption results in noncompliance with policy. Auditors noted that the creation of a purchasing policy committee was authorized at the December 19, 2023 Commissioners Court meeting. The Auditor's Office representative on that committee raised this as a suggestion for policy revision. Per an e-mail to that committee dated April 30, 2025, revisions to the Purchasing Policy were still in draft phase and "Until the updated policy is approved by Commissioners

Court, departments should operate under the current policy." As of the date of this letter, revisions to the Purchasing Policy have not been brought to Commissioner Court for approval. The Auditor's Office continues to obtain approval for payment of invoices from Commissioners Court for vehicle diagnostics and similar circumstances. Additionally, the Hays County Auditor's Office recommends that the Commissioners Court work with the Purchasing Office to make the relevant updates to the Purchasing Policy.

Management Response

The County Clerk's Office had three (3) timeclocks that were not functioning properly. The office contacted several vendors regarding potential repairs; however, the vendors were unable to provide an estimate without first inspecting the equipment. To obtain an accurate assessment and estimate, the timeclocks had to be shipped to the vendor for evaluation before approval could be granted for any necessary repairs.

Although the County could have shipped the three timeclocks to two additional vendors to obtain multiple assessments/estimates, doing so would have resulted in additional costs, including diagnostic or assessment fees charged by each vendor, as well as shipping expenses both to and from each location.

This situation was handled in accordance with the same established process used for vehicle diagnostic fees, recognizing that an initial assessment is sometimes necessary before a vendor can determine the scope and cost of required repairs.

#2 One purchase order of $1,500 or greater but less than $10,000 did not have the required minimum of three competitive quotations.

The Hays County Purchasing Office issued a purchase order with total costs of $9,725.00 for the diagnosis and repair of an inoperable truck based on only having one quote. The Hays County Purchasing Office explained that it is the practice of the purchasing department to require only one quote when inoperable vehicles must be towed to be diagnosed. The vendor is not included in the discretionary exemption for vehicle repairs granted by Commissioners Court on January 21, 2025, which exempts departments from obtaining three quotes when a vehicle is inoperable or a diagnostic fee is charged to assess needed repairs if utilizing one of the selected vendors. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 3" purchase which requires a minimum of three competitive quotes before a purchase order is issued and any order is placed.

Recommendation

The Hays County Auditor's Office recommends the Hays County Purchasing Office seek pre-approval from Commissioners Court or formally adopt an exemption in the Hays County Purchasing Policy and Procedures Manual. Failure to obtain the approval or exemption results in noncompliance with policy. Auditors noted that the creation of a purchasing policy committee was authorized at the December 19, 2023 Commissioners Court meeting. The Auditor's Office representative on that committee raised this as a suggestion for policy revision. Per an e-mail to that committee dated April 30, 2025, revisions to the Purchasing Policy were still in draft phase and "Until the updated policy is approved by Commissioners Court, departments should operate under the current policy." As of the date of this letter, revisions to the Purchasing Policy have not been brought to Commissioner Court for approval. The Auditor's Office continues to obtain approval for payment of invoices from Commissioners Court for vehicle diagnostics and similar circumstances. Additionally, the Hays County Auditor's Office recommends that the Commissioners Court work with the Purchasing Office to make the relevant updates to the Purchasing Policy.

Management Response

Since 2019, when I was hired as the Purchasing Manager under the Auditor's Office, I was trained that vehicle repair purchase orders falling within the parameters listed below could be issued a purchase order, provided that a written explanation was included with the purchase order, despite these circumstances not being specifically identified as exemptions in the current Purchasing Policy.

Vehicle Parameters:

- *Diagnostics Fee Charged*
- *Towed Vehicles*
- *Harley Davidson Repairs*

Although these items have not been formally identified as exemptions within the current Purchasing Policy, they have historically been acknowledged and accommodated based on the Commissioners Court's expectation that a reasonable and practical approach be applied when reviewing and approving purchase orders.

Additionally, the Commissioners Court may grant a discretionary exemption for vehicle repairs when cumulative spending with a particular vendor exceeds $100,000. Accordingly, the Purchasing Office monitors vendor-specific expenditures and documents the cumulative spending amount on the purchase order, along with the required written explanation, to provide transparency and support the purchasing decision.

I am currently working to finalize a proposed revision to the Purchasing Policy that will formally address and identify these circumstances as exceptions, providing greater clarity and consistency in the purchasing process moving forward.

#3 One purchase order of $500 or greater but less than $1,500 did not have the required minimum of three competitive quotations.

The Hays County Purchasing Office issued a purchase order with a total cost of $565.93 for the diagnosis and repair of a vehicle based on only having one quote. The notes attached to the purchase order state that a diagnostic was ran to determine a sensor issue. The Hays County Purchasing Office explained that this vendor is not included in the discretionary exemption for vehicle repairs granted by Commissioners Court on January 21, 2025, which exempts departments from obtaining three quotes when a vehicle is inoperable or a diagnostic fee is charged to assess needed repairs if utilizing one of the selected vendors. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 2" purchase which requires a minimum of three competitive quotes before a purchase order is issued and any order is placed.

Recommendation

See recommendation for finding #2

Management Response

See response for finding #2

#4 One purchase order of $500 or greater but less than $1,500 did not have the required minimum of three competitive quotations.

The Hays County Purchasing Office issued a purchase order with a total cost of $1,367.89 for Harley Davidson motorcycle repair work based on only having one quote. The Hays County Purchasing Office explained that Harley Davidson repairs can only be performed by certified vendors, and it is the practice of the purchasing department to require only one quote from the vendor location closest to the user department's office. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 2" purchase which requires a minimum of three competitive quotes before a purchase order is issued and any order is placed.

Recommendation

See recommendation for finding #2

Management Response

See response for finding #2

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor
pm/jc

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October 21, 2026

Honorable Kelly Higgins
District Attorney
712 South Stagecoach Trail
San Marcos, Texas 78666

Honorable Kelly Higgins:

The Hays County Auditor's Office has examined the State Apportionment Fund bank statement and monthly report submitted by the Hays County District Attorney's Office for the months January 2026 through March 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County District Attorney's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
ch/jc

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November 3, 2026

Stephanie Hunt
Hays County Purchasing Agent
1901 Dutton Drive, Suite E
San Marcos, Texas 78666

Dear Ms. Hunt:

In accordance with subsection 115.002 and 115.004 of the Texas Local Government Code, the Hays County Auditor's Office performed an internal examination of the records of the Hays County Purchasing Office during the period of April 1, 2026, to June 30, 2026. The internal examination consisted of reviewing 421 electronic purchase orders issued and other supporting documentation determining compliance with the Hays County Purchasing Policy and Procedures Manual dated February 15, 2022, and Chapter 262 of the Texas Local Government Code .

Based on the internal examination, purchase orders issued appear to be properly authorized, competitively procured where required, and recorded accurately in the county's procurement system except for the following findings and recommendations.

#1 One purchase order of $500 or greater but less than $1,500 did not have the required minimum of three competitive quotations.
The Hays County Purchasing Office issued a purchase order with a total cost of $897.78 for Harley Davidson motorcycle repair work based on only having one quote. The notes attached to the purchase order state that the vendor is certified, and the repairs can only be performed by Harley Davidson. The Hays County Purchasing Office explained that it is the practice of the purchasing department to require only one Harley Davidson repair quote from the location closest to the user department's office. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 2" purchase which requires a minimum of three competitive quotes before a purchase order is issued and any order is placed.

Recommendation
The Hays County Auditor's Office recommends the Hays County Purchasing Office seek pre-approval from Commissioners Court or formally adopt an exemption in the Hays County Purchasing Policy and Procedures Manual. Failure to obtain the approval or exemption results in noncompliance with policy. Auditors noted that the creation of a purchasing policy committee was authorized at the December 19, 2023 Commissioners Court meeting. The Auditor's Office representative on that committee raised this as a suggestion for policy revision. Per an e-mail to that committee dated April 30, 2025, revisions to the Purchasing Policy were still in draft phase and "Until the updated policy is approved by Commissioners

Court, departments should operate under the current policy." As of the date of this letter, revisions to the Purchasing Policy have not been brought to Commissioner Court for approval. The Auditor's Office continues to obtain approval for payment of invoices from Commissioners Court for vehicle diagnostics and similar circumstances. Additionally, the Hays County Auditor's Office recommends that the Commissioners Court work with the Purchasing Office to make the relevant updates to the Purchasing Policy.

Management Response
Since 2019, when I was hired as the Purchasing Manager under the Auditor's Office, I was trained that vehicle repair purchase orders falling within the parameters listed below could be issued a purchase order, provided that a written explanation was included with the purchase order, despite these circumstances not being specifically identified as exemptions in the current Purchasing Policy.

Vehicle Parameters:

- *Diagnostics Fee Charged*
- *Towed Vehicles*
- *Harley Davidson Repairs*

Although these items have not been formally identified as exemptions within the current Purchasing Policy, they have historically been acknowledged and accommodated based on the Commissioners Court's expectation that a reasonable and practical approach be applied when reviewing and approving purchase orders.

Additionally, the Commissioners Court may grant a discretionary exemption for vehicle repairs when cumulative spending with a particular vendor exceeds $100,000. Accordingly, the Purchasing Office monitors vendor-specific expenditures and documents the cumulative spending amount on the purchase order, along with the required written explanation, to provide transparency and support the purchasing decision.

I am currently working to finalize a proposed revision to the Purchasing Policy that will formally address and identify these circumstances as exceptions, providing greater clarity and consistency in the purchasing process moving forward.

#2 Two purchase orders of $1,500 or greater but less than $10,000 did not have the required minimum of three competitive quotations.
The Hays County Purchasing Office issued two purchase orders with total costs of $2,356.29 for the diagnosis and repair of an inoperable tractor and $7,457.71 for the repair of an inoperable truck based on only having one quote for each. The notes attached to the purchase orders indicate that due to the inoperability of the vehicles the user departments could not obtain three quotes. The Hays County Purchasing Office explained that it is the practice of the purchasing department to require only one quote when inoperable vehicles must be towed to be diagnosed. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 3" purchase which requires a minimum of three competitive quotes before a purchase order is issued and any order is placed.

Recommendation
See recommendation for finding #1

Management Response
See response for finding #1

#3 One purchase order of $10,000 or greater but less than or equal to $50,000 did not have the required competitive quotations.
The Hays County Purchasing Office issued a purchase order with a total cost of $16,089.45 for the diagnosis and repair of an inoperable tractor based on only having one quote. The notes attached to the purchase order indicate that due to the inoperability of the tractor the user department could not obtain additional quotes. The Hays County Purchasing Office explained that it is the practice of the purchasing department to require only one quote when inoperable vehicles must be

towed to be diagnosed. Per subsection 4.5, Hays County Purchasing Policy and Procedures Manual this purchase should be treated as a "Category 4" purchase which requires competitive quotes.

Recommendation
See recommendation for finding #1

Management Response
See response for finding #1

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor
pm/jc

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Luis Pompa
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luis.pompa@hayscountytx.gov

October 30, 2026

Honorable Anthony Hipolito, Hays County Sheriff
810 South Stagecoach Trail
San Marcos, Texas 78666

Honorable Anthony Hipolito:

The Hays County Auditor's Office has examined the Sheriff's Office - Inmate trust bank statement and monthly report submitted by the Hays County Sheriff's Office for the months July 2026 through September 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm any adjustments made during the reconciliation process were reasonable.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

If you have any questions or comments regarding this report, please contact the Hays County Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor
ch/jc

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Luis Pompa
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October 30, 2026

Honorable Anthony Hipolito
Hays County Sheriff
810 South Stagecoach Trail
San Marcos, Texas 78666

Honorable Anthony Hipolito:

The Hays County Auditor's Office has examined the Sheriff's Office - Commissary bank statement and monthly report submitted by the Hays County Sheriff's Office for the months July 2026 through September 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm any adjustments made during the reconciliation process were reasonable.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

If you have any questions or comments regarding this report, please contact the Hays County Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor
ch/jc

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October 20, 2026

Honorable Kelly Higgins
District Attorney
712 South Stagecoach Trail
San Marcos, Texas 78666

Honorable Kelly Higgins:

The Hays County Auditor's Office has examined the Law Enforcement Officer Standards and Education Fund bank statement and monthly report submitted by the Hays County District Attorney's Office for the months July 2026 through September 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County District Attorney's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
at/jc

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Elaine Cardenas, Hays County Clerk

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court minutes of September 8, 2026. **BECERRA/CARDENAS**

Summary

Attachments

9-8-2026 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES

*****  *****

SEPTEMBER 8, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 8th DAY OF SEPTEMBER A.D., 2026, 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
MICHELLE COHEN	COMMISSIONER, PCT. 2
MORGAN HAMMER	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ROXANNE RODRIGUEZ	CHIEF DEPUTY COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
https://www.hayscountytx.gov/189/Court-Meetings-Livestream
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Amy Kamp made a public comment against the approval of the AXON contract.

43661 Adopt a Proclamation declaring September 25th as Dolly Parton Day in Hays County.

Angie Unger, Founder of Bridges of Literature, spoke in support of the proclamation and emphasized the importance of literacy in connection with the Dolly Parton Imagination Library initiative.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring September 25th as Dolly Parton Day in Hays County.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Presentation from executive leadership of the West Travis County Public Utility Agency regarding water infrastructure projects, capacity, timelines, budgets, contracts, developer commitments, and funding, including the status of major and future projects, reasons for delays or cost increases, and the Agency's processes for awarding contracts and ensuring transparency and accountability.

Commissioner Smith, board representative of the West Travis County Public Utility Agency (WTCPUA) gave a presentation on the agency. Jennifer Rykers, General Manager of the WTCPUA, answered questions regarding the agency's current Living Unit Equivalents (LUEs), demand, water restrictions, boil water notices and damaged water lines. She stated that the agency is required to issue boil water notices in accordance with applicable Texas Commission on Environmental Quality (TCEQ) requirements. Judge Becerra requested the WTCPUA commit to providing the Court with quarterly reports regarding outstanding LUE commitments to help the Court better understand available water capacity and how projects may be affected. Commissioner Smith encouraged members of the public to attend WTCPUA board meetings to obtain information about ongoing projects and to share their comments and concerns.

Presentation from the Hays County Treasurers Office regarding IRS Abatement, a potential New Banking Platform, and the Addition of Higher Anti-Fraud practices. Possible action may follow.

Daphne Tenorio, Hays County Treasurer, provided a timeline outlining the 2022 W-2 violation by the Treasurer's Office and the current status with the Internal Revenue Service (IRS). Tenorio stated that the matter remains in a holding process until the denial letter is received, with a current fine of $862,000. She informed the Court that she would provide an update in three weeks following a meeting with the IRS to discuss next steps. Commissioner Smith expressed concerns regarding the potential impact of the abatement process on the fiscal year budget. Marisol Villarreal-Alonzo, County Auditor, clarified that the County does not budget for fines and penalties; instead, such expenses are brought before Commissioners Court, and the department responsible is asked to identify funding to cover the costs. Jordan Powell, First Assistant Criminal District Attorney – Civil Division, concurred that the IRS appeared optimistic about reaching a resolution. Powell requested that Tenorio share the invitation for the next IRS meeting and provide all related documents to the Court before the meeting. Additionally, Tenorio then provided an update on the banking platform, Sage Capital Bank and stated there have been minimal issues and will be staying with them. No action taken.

Clerk's Note: Judge Becerra called for a recess that began at 11:05 a.m. and resumed back into open court at 11:26 a.m.

43662 Approve payments of County invoices.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43663 Approve the payment of Juror disbursements.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve the payment of Juror disbursements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 3 6 6 4 Approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43665 Accept the delivery of the County Auditor's Monthly Report for July 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to accept the delivery of the County Auditor's Monthly Report for July 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43666 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43667 Amend the budget for right of way (ROW) related to Cause No. 24-0166-C in the amount of $750,000.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to amend the budget for right of way (ROW) related to Cause No. 24-0166-C in the amount of $750,000.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43668 Ratify Administrative Approval for the Mason, Phase 1, Final Plat; PLN-2693-NP.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to ratify Administrative Approval for the Mason, Phase 1, Final Plat PLN-2693-NP.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43669 Approve an increase of $300.00 in the Recycling and Solid Waste Department change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve an increase of $300.00 in the Recycling and Solid Waste Department change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43670 Authorize the payment to Intech Software Solutions in the amount of $9,769.00 for the Modus Election Software Subscription, where no purchase order was obtained per the purchasing policy.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize the payment to Intech Software Solutions in the amount of $9,769.00 for the Modus Election Software Subscription, where no purchase order was obtained per the purchasing policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43671 Authorize payment to The Armstrong Company in the amount of $13,565.60 for moving services provided for the May 26th Election, where no purchase order was obtained per the purchasing policy.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize payment to The Armstrong Company in the amount of $13,565.60 for moving services provided for the May 26th Election, where no purchase order was obtained per the purchasing policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43672 Discussion and possible action to accept the Subdivision Bond No.800234419 for street and drainage improvements in the amount of $2,027,329.41 for Mason Subdivision, Phase 1.

Commissioner Ingalsbe recused herself because the subdivision being adjacent to her property.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to accept the Subdivision Bond No.800234419 for street and drainage improvements in the amount of $2,027,329.41 for Mason Subdivision, Phase 1.

AYE: Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

43673 Discussion and possible action to authorize the execution of Supplemental Work Authorization No. 1 to Work Authorization No. 1 between Hays County and LJA Engineering, Inc. (2026-PSA-27) for the Goforth Road Segment 1 project from Cotton Gin Road to west of Bebee Road in Precinct 1. The Supplemental Work Authorization decreases the Work Authorization amount by $447,029.04.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Supplemental Work Authorization No. 1 to Work Authorization No. 1 between Hays County and LJA Engineering, Inc. (2026-PSA-27) for the Goforth Road Segment 1 project from Cotton Gin Road to west of Bebee Road in Precinct 1. The Supplemental Work Authorization decreases the Work Authorization amount by $447,029.04.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43674 Discussion and possible action to authorize the execution of Work Authorization #2 for Fiscal Year 2027 between Hays County and HNTB Corporation for General Engineer Consulting Services in the amount of $8,283,669.00 related to road projects identified in the sale of the 2025 Certificates of Obligation, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of Work Authorization #2 for Fiscal Year 2027 between Hays County and HNTB Corporation for General Engineer Consulting Services in the amount of $8,283,669.00 related to road projects identified in the sale of the 2025 Certificates of Obligation, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43675 Discussion and possible action to authorize the execution of Work Authorization #11 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $695,640.00 to continue providing General Engineer Consulting (GEC)/Program Management Services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07.

A motion was made by Commissioner Hammer, seconded by Commissioner Cohen to authorize the execution of Work Authorization #11 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $695,640.00 to continue providing General Engineer Consulting (GEC)/Program Management Services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43676 Discussion and possible action to execute Work Authorization #12 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $795,611.00 related to identified Transportation funded projects, and authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(4).

Judge Becerra confirmed the item is subset of the Hays County Transportation Department.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to execute Work Authorization #12 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $795,611.00 related to identified Transportation funded projects, and authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(4).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

43677 Discussion and possible action to authorize the execution of a First Amendment to the 2024-2027 Collective Bargaining Agreement between Hays County, Texas and the Hays County Law Enforcement Association (HCLEA) related to the contractual year 3 pay plan update.

Jordan Powell, First Assistant Criminal District Attorney-Civil Division, provided an update on the review pay plan process, including the committee and increases. Scot Woodland, Budget Officer, clarified the exact percentages set by the review team. Stephanie Robinson, County Combined Emergency Communications Center Director, stated that the issues were addressed, and they were able to be corrected and, thanked the team for making it possible. Danny Arredondo, Field Representative for Central Texas with the Combined Law Enforcement Associations of Texas (CLEAT) and Wes Lowe, Hays County Sheriff Office - Bargaining Unit, both expressed their appreciation and thanked all who participated in the pay plan update.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of a First Amendment to the 2024-2027 Collective Bargaining Agreement between Hays County, Texas and the Hays County Law Enforcement Association (HCLEA) related to the contractual year 3 pay plan update.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-2 RE: *Discussion and possible action by the Hays County Commissioners Court regarding the use, implementation, oversight, and governance of Artificial Intelligence (AI) in connection with surveillance equipment, technologies, programs, software, systems, data collection, data analysis, and related services, including consideration and possible adoption of a policy statement establishing guidelines, standards, safeguards, and limitations concerning the use of AI-enabled surveillance technologies by Hays County.* - **WAS PULLED.**

4 3 6 7 8 Discussion and possible action to authorize the execution of two contract amendments between Hays County and Tyler Technologies: one for NG911 interface and one for report writing services.

Stephanie Robinson, CECC Director, provided updates regarding the two contracts.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of two contract amendments between Hays County and Tyler Technologies: one for NG911 interface and one for report writing services.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 3 6 7 9 Discussion and possible action for Hays County to formally accept the proposed dedication of a 0.411 acre drainage easement, including 0.0675 acre TxDoT proposed Parcel 29E Drainage Easement, identified on the Final Plat of FM 2001 Retail Center Subdivision recorded as Document No. 26007307, Official Records of Hays County, Texas, for use in connection with proposed construction of the FM 2001 Gap roadway improvement project, and take other appropriate action.

Jordan Powell, First Assistant Criminal District Attorney - Civil Division, requested that the court make an amendment to the item to reflect the correct, Parcel 29BE.

A motion was made by Judge Becerra, seconded by Commissioner Smith for Hays County to formally accept the proposed dedication of a 0.411 acre drainage easement, including 0.0675 acre TxDoT proposed Parcel 29BE Drainage Easement, identified on the Final Plat of FM 2001 Retail Center Subdivision recorded as Document No. 26007307, Official Records of Hays County, Texas, for use in connection with proposed construction of the FM 2001 Gap roadway improvement project, and take other appropriate action.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion and possible action to approve the FY27 Hays County Civilian Salary Chart and FY27 Market Adjustment and Base Pay Procedures, including phased implementation of market adjustments effective October 1, 2026, and April 1, 2027; authorize the Payroll Office, in coordination with Human Resources, to establish necessary job codes and update job titles associated with existing job codes consistent with the approved FY27 Civilian Salary Chart.

Cynthia Millonzi, Assistant County Clerk, made a public comment in support of the Human Resource (HR) market study and urged the court to incorporate it in the 2027 budget. Scot Woodland, Budget Officer, explained the difference between both options in the proposed Hays County Civilian Salary Chart. Judge Becerra reaffirmed his support for the market study and read potential amendments to make without raising the tax rate. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, clarified that the suggestions Judge Becerra mentioned would need to be discussed during an opened budget item specifically tied to the Hays County Civilian Salary Chart. The court agreed they support salary raises for Hays County employees and acknowledged the need to look further into the budget to provide employees with market-level salaries. Dr. Elaine H. Cárdenas, Hays County Clerk, voiced her support for HR Director Erik Granjeno and the previously approved salary study, emphasizing that organizational outcomes are directly correlated with employee satisfaction and employees feeling respected and valued, which ties to compensation. Marisol Villarreal-Alonzo, County Auditor, stated her concerns regarding the market study and how some averages were compared differently. Kandice Boutté, County Administrator, stated she will meet with both the County Auditor and HR Director to address any inequities and return to court with a resolution at the next court meeting on September 15, 2026. No action taken.

11:00 A.M. - Hold a public hearing on the Fiscal Year 2027 proposed tax increase. Possible action to follow.

Judge Becerra opened the public hearing at 11:26 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:26 a.m. Kandice Boutté, County Administrator, advised that no action would be taken on the item. She noted that the Budget Officer would provide an overview of the previous tax rate, the County's current budget status, and the courts' final approval of the FY 2027 budget. Scot Woodland, Budget Officer, updated the Court on the County's budget status by reviewing the proposed tax rates and providing a detailed explanation of property tax revenue and its impact on the budget. No action taken.

Clerk's Note: Executive Session began at 11:51 a.m. and resumed back into open court at 12:14 p.m.

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation, including but not limited to Hays County's potential intervention, related to *Hays County Emergency Services District No. 9 v. San Marcos Hays County Emergency Medical Services, Inc.*, Cause No. 26-2025-DCE, pending in the 453rd Judicial District Court in Hays County. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 11:55 a.m, to 12:11 p.m. were the Commissioners Court, except Commissioner Hammer; Scot Woodland, Budget Officer; Kandice Boutté, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Janice Jones, Legal Support Services Specialist; Tucker Furlow, Assistant County Administrator; Chase Young and Kama Davis, Assistant Criminal District Attorneys - Civil Division; and Simone Corprew, Special Programs Coordinator. At 11:56 a.m., Commissioner Hammer entered the courtroom. At 11:59 a.m. Katherine Howard, Assistant Criminal District Attorney - Civil Division entered the courtroom. No action 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 current maximum jail capacity is 464 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 417 inmates. The jail's daily average was 523 inmates, with a peak of 530 inmates on September 1, 2026. The estimated cost for outsourcing inmates this week was $66,420. The average number of outsourced males is 93 and females is 0. This week's inmates were housed in the following counties: Haskell. The number of "paper-ready" inmates who are not wardens of the state is 33.

Clerk's Note Agenda Item #M-2 RE: *Discussion and possible action related to the burn ban.* - **WAS PULLED.**

Clerk's Note Agenda Item #M-3 RE: *Discussion and possible action related to proposed bills in the 89th 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. -* **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 12:14 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on SEPTEMBER 8, 2026.

COMMISSIONER'S COURT HAYS COUNTY, TEXAS

Elaine H Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
9/8/2026	43661	Adopt a Proclamation declaring September 25th as Dolly Parton Day in Hays County.	Y	Y	Y	Y	Y
9/8/2026	43662	Approve payments of County invoices.	Y	Y	Y	Y	Y
9/8/2026	43663	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
9/8/2026	43664	Approve the payment of Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
9/8/2026	43665	Accept the delivery of the County Auditor's Monthly Report for July 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.	Y	Y	Y	Y	Y
9/8/2026	43666	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting.	Y	Y	Y	Y	Y
9/8/2026	43667	Amend the budget for right of way (ROW) related to Cause No. 24-0166-C in the amount of $750,000.	Y	Y	Y	Y	Y
9/8/2026	43668	Ratify Administrative Approval for the Mason, Phase 1, Final Plat; PLN-2693-NP.	Y	Y	Y	Y	Y
9/8/2026	43669	Approve an increase of $300.00 in the Recycling and Solid Waste Department change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).	Y	Y	Y	Y	Y
9/8/2026	43670	Authorize the payment to Intech Software Solutions in the amount of $9,769.00 for the Modus Election Software Subscription, where no purchase order was obtained per the purchasing policy.	Y	Y	Y	Y	Y
9/8/2026	43671	Authorize payment to The Armstrong Company in the amount of $13,565.60 for moving services provided for the May 26th Election, where no purchase order was obtained per the purchasing policy.	Y	Y	Y	Y	Y
9/8/2026	43672	Accept the Subdivision Bond No.800234419 for street and drainage improvements in the amount of $2,027,329.41 for Mason Subdivision, Phase 1.	RECUSE	Y	Y	Y	Y
9/8/2026	43673	Authorize the execution of Supplemental Work Authorization No. 1 to Work Authorization No. 1 between Hays County and LJA Engineering, Inc. (2026-PSA-27) for the Goforth Road Segment 1 project from Cotton Gin Road to west of Bebee Road in Precinct 1. The Supplemental Work Authorization decreases the Work Authorization amount by $447,029.04.	Y	Y	Y	Y	Y
9/8/2026	43674	Authorize the execution of Work Authorization #2 for Fiscal Year 2027 between Hays County and HNTB Corporation for General Engineer Consulting Services in the amount of $8,283,669.00 related to road projects identified in the sale of the 2025 Certificates of Obligation, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).	Y	Y	Y	Y	Y
9/8/2026	43675	Authorize the execution of Work Authorization #11 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $695,640.00 to continue providing General Engineer Consulting (GEC)/Program Management Services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07.	Y	Y	Y	Y	Y
9/8/2026	43676	Execute Work Authorization #12 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $795,611.00 related to identified Transportation funded projects, and authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(4).	Y	Y	Y	Y	Y
9/8/2026	43677	Authorize the execution of a First Amendment to the 2024-2027 Collective Bargaining Agreement between Hays County, Texas and the Hays County Law Enforcement Association (HCLEA) related to the contractual year 3 pay plan update.	Y	Y	Y	Y	Y
9/8/2026	43678	Authorize the execution of two contract amendments between Hays County and Tyler Technologies: one for NG911 interface and one for report writing services.	Y	Y	Y	Y	Y
9/8/2026	43679	Accept the proposed dedication of a 0.411 acre drainage easement, including 0.0675 acre TxDoT proposed Parcel 29E Drainage Easement, identified on the Final Plat of FM 2001 Retail Center Subdivision recorded as Document No. 26007307, Official Records of Hays County, Texas, for use in connection with proposed construction of the FM 2001 Gap roadway improvement project, and take other appropriate action.	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Michael Berlad

Sponsor: Judge Becerra

Agenda Item

Call for a public hearing at 11:00 A.M. on December 1, 2026, regarding the proposed updates to the Hays County Development Regulations. **BECERRA/BERLAD**

Summary

A public hearing shall be called and held prior to the consideration of adoption of the proposed updates to the Hays County Development Regulations.

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Michael Berlad, Director, Hays County Development Services

Sponsor: Commissioner Smith

Agenda Item

Call for a Public Hearing on December 1st, 2026 regarding PLN-3079-PC; Silver Spur Ranchettes, Section 2, Portion of Lot 11, Replat. **SMITH/BERLAD**

Summary

The replat of Silver Spur Ranchettes, Section 2, Portion of Lot 11 Replat proposed two (2) lots across 11.96 acres. The subject property has direct access to Davy Crockett Drive and lies within Precinct 4. Water utility will consist of an Individual Well on the 6.00 acre proposed lot and Rainwater Collection will serve the 5.96 acre proposed lot. Wastewater treatment will be achieved by Individual On-Site Sewage Facilities.

Attachments

Agenda Info Packet

Hays County Commissioners Court Agenda Request

Agenda Information

Meeting Details

- November 10th, 2026
- Commissioner Walt Smith, Precinct 4
- Michael Hembree, Development Services, Planner
- Call for a Public Hearing on December 1st, 2026 for Silver Spur Ranchettes, Section 2, Portion of Lot 11, Replat.

Summary of Item

- **# of Lots:** 2
- **Acreage:** 11.96
- **Access to:** Davy Crockett Drive
- **Water:** 6.00 acre lot: Private Well / 5.96 acre lot: Rainwater Collection
- **Wastewater:** On-Site Sewage Facilities

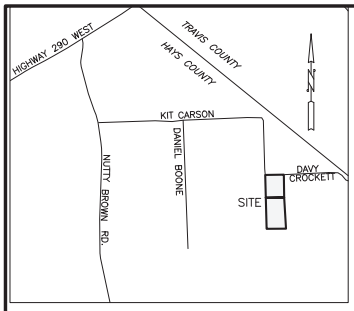
Staff Comments

Staff is currently reviewing pursuant to Texas Local Government Code 232 and the Hays County Development Regulations as set forth.
No variances requested.

Attachments

Plat

Location Map



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0130G, DATED 1/17/2025, A PORTION OF LOT 11–4 LIES WITHIN ZONE A, (SPECIAL FLOOD HAZARD AREA) AND A PORTION OF THIS SUBDIVISION LIES WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

9. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 1 AND 6.

10. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

11. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 751, SUBCHAPTER 7.03(B).

12. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE–APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.

14. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON–SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

15. THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER REGULATIONS FOUND IN TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE, CHAPTER 213.

16. THE PROPOSED DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH HAYS COUNTY DEVELOPMENT REGULATION 725 § 3.02.

17. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS.

18. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE HAYS COUNTY RULES FOR ON–SITE SEWAGE FACILITIES.

19. LOT 11–4 IS RESTRICTED TO RAIN WATER COLLECTION.

SHARED ACCESS DRIVEWAY NOTES

1. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THE SUBPARAGRAPH.
2. THE OWNERS OF SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
3. THE MAINTENANCE AGREEMENT FOR THE SHARED ACCESS DRIVEWAY IS RECORDED IN INSTRUMENT NUMBER _____.
4. LOT 11–4 IS PROHIBITED FROM FURTHER SUBDIVISION.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOHN HUSTACE, OWNER OF 11.96 ACRES, BEING A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, AS CONVEYED TO ME BY DEED DATED 5/8/2024, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 24017227 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS, 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.

_____
JOHN HUSTACE, OWNER
10555 DAVY CROCKETT DR.
AUSTIN, TX., 78737

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN HUSTACE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, 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 SAID COURT IN INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

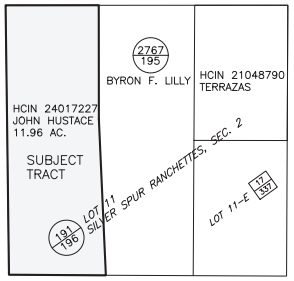
_____ _____
RUBEN BECERRA — ELAINE H. CARDENAS
COUNTY JUDGE — COUNTY CLERK
HAYS COUNTY, TEXAS — HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

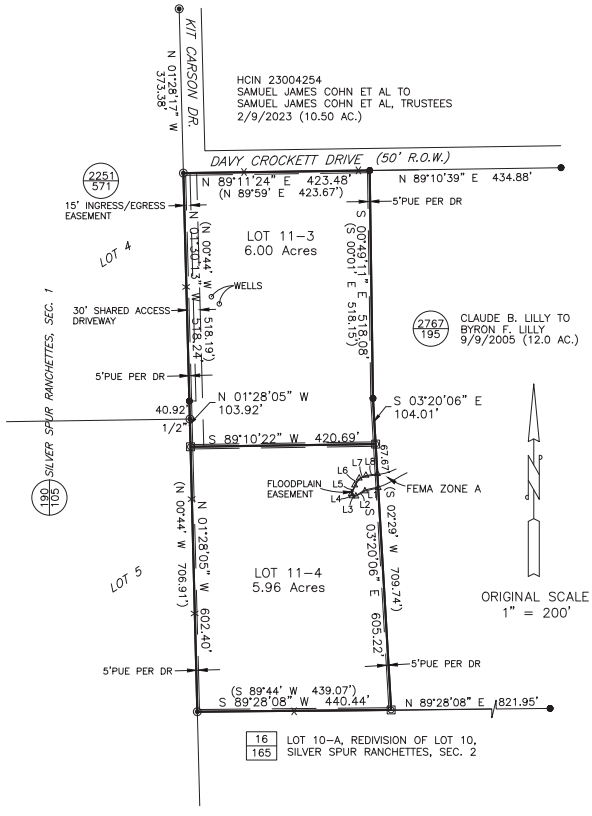
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF _____, A.D. 20_____, AT _____ O'CLOCK ___.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER_____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

ORIGINAL SCALE
1" = 400'



EXISTING CONFIGURATION
11.96 ACRES, BEING A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2 AS RECORDED IN VOLUME 191, PAGE 196 OF THE HAYS COUNTY DEED RECORDS.



ORIGINAL SCALE
1" = 200'

FLOODPLAIN EASEMENT
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 76°32'25" W	31.03'
L2	S 60°17'31" W	23.69'
L3	N 86°35'36" W	8.70'
L4	N 19°11'08" W	4.95'
L5	N 20°36'10" E	21.33'
L6	N 33°44'42" E	18.80'
L7	N 67°02'15" E	16.45'
L8	N 81°40'08" E	26.37'

LEGEND

HCIN	HAYS COUNTY INSTRUMENT NUMBER
VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "SMITH SURVEYING"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◉	3/4" IRON PIPE FOUND OR DIAMETER NOTED
—— X ——	WIRE FENCE
DR	DEED RESTRICTIONS IN 191/196

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

LOT SIZE CATEGORIES

TOTAL AREA = 11.96 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.98 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 2
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

CLIENT: HUSTACE, JOHN
DATE: 8/11/2026
FB/PG: 3/43
PLAT NO. 1098–26–c

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–LOT 11–3 INDIVIDUAL WELLS
LOT 11–4 RAINWATER COLLECTION
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

I, THE UNDERSIGNED, INTERIM DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON–SITE SEWAGE FACILITIES.

_____
MICHAEL BERLAD, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

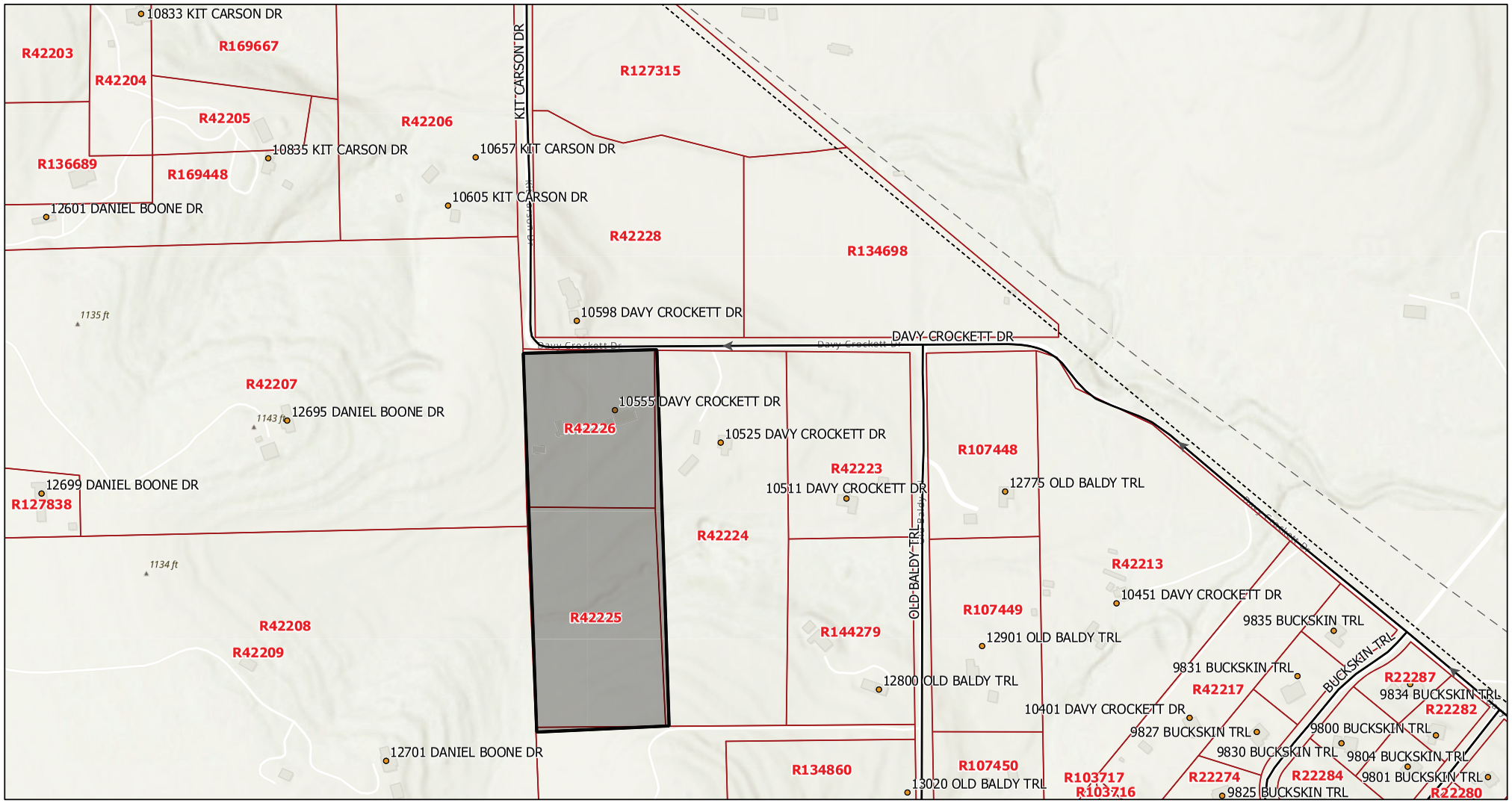
I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

_____
ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

SMITH SURVEYING
P.O. BOX 231, DRIFTWOOD, TEXAS 78619
FIRM NO. 10194905
512–757–1637

REPLAT OF A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS

Hays County Development Services Map



11/2/2026, 9:53:05 AM

1:4,367

Override 1

Override 1

Roads

Hays County Boundary

HaysCADParcels - Web Service

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

0 0.05 0.1 0.19 mi

0 0.07 0.15 0.3 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 11/10/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the appointments of the following individuals to the Capitol Area Metropolitan Planning Authority Technical Advisory Committee: Aaron Jones as primary member and Marti Reich as alternate, and Angela Kennedy as the Small Cities primary member and Will Parrish as the Small Cities alternate member. **INGALSBE**

Summary

It is time to make appointments for Hays County's representatives on the CAMPO technical advisory committee. There are four appointments to be made: a primary and alternate voting member, and a Small Cities Representative primary member and alternate. Transportation recommends the following appointments: Aaron Jones, Director of Transportation, as primary member and Assistant Transportation Director Marti Reich as alternate, and Angela Kennedy, City Engineer for the City of Buda, as the Small Cities primary representative, with Will Parrish, Assistant Director of Development Services with the City of Buda, as the alternate member.

Attachments

Technical Advisory Committee Appointments
Technical Advisory Committee Small Cities Appointments

CAMPO
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
CENTRAL TEXAS

2027 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

Name: Aaron Jones

Title: Director of Transportation

Organization: Hays County

Representing: Hays County

Address: 712 S. Stagecoach Trail Suite 1120 San Marcos, TX 78666

Phone: 512-393-7385

Email: aaron.jones@hayscountytx.gov

Term Expiration: January 28, 2028

ALTERNATE VOTING MEMBER:

Name: Marti Reich

Title: Assistant Director - Transportation

Organization: Hays County

Representing: Hays County

Address: 712 S. Stagecoach Trail Suite 1120 San Marcos, TX 78666

Phone: 512-393-7385

Email: marti.reich@hayscountytx.gov

Term Expiration: January 28, 2028

_____

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 14, 2026

2027 APPOINTMENT TO THE
TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Angela Kennedy

Title: Director of Development Services/City Engineer

Organization: City of Buda

Representing: City of Buda

Address: 405 E. Loop Street, Buda TX 78610

Phone: 512-312-5745

Email: akennedy@budatx.gov

Term Expiration: January 28, 2028

ALTERNATE VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Will Parish

Title: Assistant Director of Development Services

Organization: City of Buda

Representing: City of Buda

Address: 405 E. Loop Street, Buda TX 78610

Phone: 512-312-5745

Email: will.parrish@budatx.gov

Term Expiration: January 28, 2028

_____
Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 14, 2026

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item

Approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. **HIPOLITO/HAMMER**

Summary

The FY 2026 Equitable Sharing Agreement and Certification is attached.

Attachments

FY 2026 Equitable Sharing & Agreement Certification

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: TX1050000
Agency Name: Hays County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 810 South Stagecoach Trail
San Marcos, TX 78666

Agency Finance Contact
Name: Faulkner, Yvette
Phone: 512-393-7890 **Email:** yvette.faulkner@hayscountytx.gov

Jurisdiction Finance Contact
Name: Villarreal-Alonzo, Marisol
Phone: 512-393-2283 **Email:** marisol.alonzo@hayscountytx.gov

ESAC Preparer
Name: Faulkner, Yvette
Phone: 512-393-7890 **Email:** yvette.faulkner@hayscountytx.gov

FY End Date: 09/30/2026 **Agency FY 2027 Budget:** $79,887,538.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$168,873.81	$17,411.26
2	Equitable Sharing Funds Received	$15,074.49	$0.00
3	Other Income	$0.00	$0.00
4	Interest Income	$3,174.69	$322.64
5	Total Equitable Sharing Funds Received (total of lines 2-4)	$18,249.18	$322.64
6	Equitable Sharing Funds Spent (total of lines a - n)	$47,018.51	$0.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	$140,104.48	$17,733.90

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$42,606.75	$0.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$1,021.50	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$3,390.26	$0.00
	Total	$47,018.51	$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
Mistaken bank transfer, 10-7 Corrected by County Treasurer	$3,390.26	$0.00

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Michael DelToro
Company: ABIP, CPA
Phone: 210-341-2581 **Email:** mdeltoro@abipcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2025-09-GSAFAC-0000415630

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency’s fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Hipolito, Anthony
Title: Sheriff
Email: anthony.hipolito@hayscountytx.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Becerra, Ruben
Title: County Judge
Email: judge.becerra@hayscountytx.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item:

Authorize the renewal of the Hays County Humana Medicare Advantage Plan for eligible retirees and their spouses, effective January 1, 2027, authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).
BECERRA/GRANJENO

Summary:

The Human Resources Department is requesting approval to renew the Hays County Humana Medicare Advantage Plan for calendar year 2027. The renewal will increase the monthly premium from $43.00 to $45.00 per member, representing a $2.00 increase (4.65%), effective January 1, 2027.

In accordance with the Medicare Eligible Retirees Policy previously approved by Commissioners Court, eligible retirees and their spouses may participate in the Humana Medicare Advantage Plan. Qualified retirees with at least 20 years of continuous full-time service who meet the policy's eligibility requirements receive County-funded coverage at no cost to the retiree. Qualified retirees whose 20 years of continuous service were not entirely full-time are responsible for 25% of the premium. Dependent coverage remains the responsibility of the retiree.
The proposed renewal will maintain access to Medicare Advantage medical and prescription drug coverage for eligible retirees and their spouses, subject to the 2027 plan benefits and provisions. The $2.00 monthly premium increase will result in an additional annual cost of $24.00 per fully County-funded retiree. Approval of this item will authorize the continuation of coverage under the existing retiree eligibility and contribution provisions established by Commissioners Court.

Fiscal Impact:

Amount Requested: $540.00 (estimated)
Line Item Number: 003-730-00.5343

Budget Office:

Source of Funds: Medical & Dental Insurance Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

Auditor's Office

G/L Account Validated Y/N?: Yes, Other Premiums Expense
New Revenue Y/N?: N/A
Comments:

Attachments

2027 Renewal

Group Medicare Renewal

2027 Renewal Information

Thank you for being a loyal Humana customer. Our commitment to providing exceptional healthcare solutions remains unwavering, and we look forward to continuing our partnership. We are pleased to deliver the 2027 Group Medicare MAPD renewal for Hays County. Attached to this PDF file you will find the following information for your review:

- 2027 Rate Sheet
- 2027 Plan Design Exhibit

We consider multiple factors when determining rates, including but not limited to claims experience and trend, benefit design changes, and CMS reimbursement updates.

For 2027, two key influences continue to shape rate development:

- The CMS Rate Announcement, which establishes Medicare Advantage and Part D reimbursement and funding parameters for the year, and
- The ongoing impacts of the Inflation Reduction Act (IRA), including continued evolution of the Part D benefit and funding structure.

2027 CMS Rate Announcement

Each year, the Centers for Medicare & Medicaid Services (CMS) updates Medicare Advantage and Part D prescription drug funding to reflect changes in healthcare costs, utilization, and federal policy. CMS finalized its 2027 Medicare Advantage and Part D payment updates in April 2026, and these changes take effect January 1, 2027.

What's Important for 2027

- +2.48% payment increase to Medicare Advantage plans for 2027. While the payment increase from CMS is higher, it is less than claims trends so Humana will be prepared to discuss strategies (plan design changes, formulary, etc.) and solutions.
- CMS paused implementing the new risk model overhaul (CMS-HCC) and will utilize the current framework with ongoing V28 phased updates
    - The model now calibrates differently for MA Prescription drug plans (MAPD) and Standalone prescription drug plans (PDP)
- CMS finalized regulatory changes relative to the exclusion of diagnosis from unlinked chart reviews within risk scoring
    - This policy applies to both medical and part D

CMS defined standard parameter changes:

Part D Parameters	2026	2027
Deductible (If applicable)	$615	$700
Out-of-pocket threshold	$2,100	$2,400

Humana places tremendous value on our relationship with Hays County. We will continue to explore ways to stabilize costs while providing the value and service that Hays County and its retirees expect and deserve. We appreciate the trust and confidence you have placed in Humana and look forward to our continued partnership.

Next Steps

As you review the 2027 renewal, please let me know if you have any questions. If there are no questions, please sign the requested documents by 09/30/2026 and send back to me. We can then begin processing the renewal.

Sincerely,

Jessica Stolberg
Account Executive
Humana Group Medicare

Humana®

Hays County
111 E San Antonio Suite 201
San Marcos, TX 78666

Group Medicare Renewal Agreement

In signing this document, you are accepting the renewal, effective January 1, 2027, of the Group Medicare plan(s) submitted by your Humana Account Executive and described in the enclosed renewal package. **The new rate is effective January 1, 2027, as indicated in the Rate Sheet(s). For the terms of this renewal to become effective, Humana must receive acceptance of your renewal no later than September 1, 2026. This will ensure we meet CMS requirements and provide on-time delivery of member materials.**

The Agreement, made by and between County of Hays, (hereinafter after referred to as "Group") and certain Humana affiliates that offer or administer health plans, (collectively, "Humana") effective on January 1,2010, is here by amended as follows:

1. 2027 Plan Year Amendment
2. 2027 Rate sheet
3. 2027 Plan Design Exhibit

The attachments listed above, which are in the possession of Group and MAO, are made a part of this Amendment and incorporated by reference whether or not they are attached hereto.

You, the Plan Sponsor, understand, acknowledge, and agree that:

- You have received, and reviewed the enclosed renewal proposal, including rate sheet(s) and Plan Design Exhibit(s). You have reviewed the included Rating Assumptions and Stipulations. Terms of the rate sheet(s) are incorporated herein.
- Except as expressly provided in this Renewal, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
- This Agreement, including the Attachments and amendments hereto and the documents incorporated herein, constitutes the entire agreement between MAO and Plan Sponsor with respect to the subject matter hereof, and it supersedes any other prior agreement, oral or written, between MAO and Group with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed by their duly authorized officers or representatives as of the date first set forth above.

HAYS COUNTY	**HUMANA**
BY:_____	BY: _____
PRINTED:_____	PRINTED:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE: _____

GHHKSAMEN 062026

THE INFORMATION TRANSMITTED IS INTENDED ONLY FOR THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL MATERIAL. IF YOU RECEIVE THIS MATERIAL/INFORMATION IN ERROR, PLEASE CONTACT THE SENDER AND DELETE OR DESTROY THE MATERIAL/INFORMATION.

2027 Plan Year MAA Amendment

1. The purpose of this Amendment is to amend the Medicare Advantage Agreement currently in place with Hays County ("Agreement").

2. This Amendment is effective **January 1, 2027** ("Amendment Effective Date").

3. The Agreement is hereby amended to add the following new section(s), which shall be incorporated into and made part of the Agreement effective as of the Amendment Effective Date:

- The relationship between the parties is solely one of independent contractors, and nothing in this Agreement shall be construed or deemed to create any other relationship between the parties, including one of employment, agency, partnership or joint venture.
- Providing incomplete, inaccurate, or untimely information may void, reduce, or increase premium, or terminate an individual's coverage or the plan coverage.
- Only individuals who meet the eligibility requirements of the plan are eligible to maintain coverage.

Eligibility and Enrollment

- Group shall offer enrollment in the Plan to Eligible Persons in compliance with all applicable Laws, including but not limited to, any applicable antidiscrimination Laws. For the avoidance of doubt, coverage under the Plan for Enrolled Members will not become effective until enrollment is confirmed by MAO.
- Group shall not change the timing of its open enrollment period
- Group shall not change any of its eligibility requirements for the Plan without the prior written approval of MAO.
- Group shall not permit actively working employees or their dependents to enroll in the Plan.

Termination by MAO

- If Plan Sponsor fails to pay premiums due under the Agreement within ninety (90) calendar days of the applicable Premium Due Date, MAO may immediately terminate this Agreement following the end of such ninety
    - (90) calendar day period upon written notice to Plan Sponsor.
    - MAO may terminate the Agreement for any reason effective upon the end of the current plan year (i.e., December 31) by providing at least ninety (90) calendar days advance written notice to Plan Sponsor.
- MAO may terminate the Agreement upon at least ninety (90) calendar days advance written notice to Plan Sponsor if Plan Sponsor breaches any provision of the Agreement and such breach remains uncured at the end of the notice period or if Plan Sponsor fails to comply with any applicable laws related to offering the Plans, including the requirements described in the Rating Assumptions and Stipulations below.

Dispute Resolution

- All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be construed in accordance with the laws of the state in which the Plan Sponsor is situated (the "Situs State"), without regard to conflict of laws or principles thereof. Except where arbitration is required by this Agreement, Group hereby consents to the jurisdiction of the courts the Situs State.

- All disputes arising out of this Agreement shall be submitted to binding arbitration conducted in accordance with the rules and procedures of alternative dispute resolution and arbitration established by the American Arbitration Association, except as modified hereby. Such arbitration shall be conducted before a single, mutually agreed upon arbitrator. The parties will agree to a schedule for exchange of relevant documents and discovery, and time frame for responding to reasonable document and discovery requests. The arbitrator shall, at least ninety (90) calendar days before the date set for the arbitration hearing, convene the parties for the purpose of identifying and narrowing the issues in dispute and confirming or setting forth the applicable procedures and time frames for discovery as required by the nature of the dispute.

Confidentiality and Nondisclosure

- Plan Sponsor and MAO agree to maintain the confidentiality of Enrolled Member identifiable information as required by Law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").
- Plan Sponsor and MAO may from time to time furnish each other with Confidential Information, written, oral or otherwise. Each party agrees it will use such Confidential Information only for the purpose of exercising its respective rights and responsibilities hereunder, and will not otherwise disclose any Confidential Information to any third party, employees, agents or representatives without the other party's written consent. Each party will use the same degree of care, but in any event no less than a reasonable degree of care, to avoid unauthorized use or disclosure of the other party's Confidential Information as that party uses to protect its own information of a similar nature.

  The confidentiality obligations set forth in this Agreement will not apply with respect to any information that: (i) the receiving party rightfully possesses at the time of disclosure by the disclosing party without a duty of confidentiality; (ii) the receiving party receives from a third party authorized to disclose such information without requirements of confidentiality; or (iii) that the receiving party develops independently of and without reference to the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information of the disclosing party to the extent that the receiving party is required by any applicable governmental authority to do so; provided, however, where permitted by Law, the receiving party gives the disclosing party prompt written notice of such requirement and reasonably cooperates with the disclosing party in attempting to contest or limit such required disclosures, as applicable.
- Plan Sponsor acknowledges and agrees that due to the unique nature of MAO's Confidential Information, there can be no adequate remedy at law for any breach of the Plan Sponsor's confidentiality obligations under this Agreement, that any such breach may result in harm to MAO, and that, therefore, upon any such breach or threat thereof, MAO will be entitled to seek appropriate equitable relief including, without limitation, injunctive relief.

Employer Group Waiver Premium Requirements

- The Plan Sponsor can subsidize different premium amounts for different classes of enrollees in a plan provided: 1) such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly), 2) the premium cannot vary for individuals within a given class of enrollees, and 3) the Plan Sponsor must pass through any direct subsidy payments received from CMS to reduce the amount that the beneficiary pays (or in those

instances where the subscriber to or participant in the plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber or participant pays). With regard to the Part D premium, different classes of enrollees cannot be based on eligibility for the Part D Low-Income Subsidy (LIS).

- If plan enrollees are entitled to a reduction of their premium as Part D LIS enrollees and Humana receives a Low-Income Premium Subsidy for such enrollees, Humana will pass the Low-Income Premium Subsidy(LIPS) amount through to the LIS enrollees to reduce their premiums. When Humana does not directly bill the Part D enrollees, the Plan Sponsor must directly refund the amount of the LIPS to the LIS beneficiary.
- Regarding the Part D premium, the Plan Sponsor cannot charge an enrollee for prescription drug coverage provided under the PDP/MAPD plan more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her non-Medicare Part D benefits (if any).

- This Agreement may be amended only by a writing executed by both parties.

- This Agreement, including the Attachments and amendments hereto and the documents incorporated herein, constitutes the entire agreement between MAO and Plan Sponsor with respect to the subject matter hereof, and it supersedes any other prior agreement, oral or written, between MAO and Group with respect to its subject matter.

Unless otherwise modified by the terms of this Amendment, the terms of the Agreement remain unchanged and in effect.

Humana
Group Medicare
Advantage

Humana Medicare Employer Plan
LPPO Premium Information

HAYS COUNTY - AO - PPO

Date: 8/25/2026

Plan Year: January 1, 2027 through December 31, 2027
Plan Names: Humana Medicare Employer Sponsored Plan
Refer to Offering Package for Benefit Information
Rx Formulary: Group Plus Formulary - 27800

LPPO Market Rate

TX - AUSTIN - LPPO	**$13.00**	Per Member Per Month
TX - SAN ANTONIO - LPPO	**$0.00**	Per Member Per Month

***Please refer to the summary of benefits for complete coverage details as 2027 pharmacy and medical benefits may differ from 2026.

Humana.
Group Medicare
Advantage

Humana Medicare Employer Plan
LPPO Market List by Plan

HAYS COUNTY - AO - PPO

Date: 8/25/2026

Plan Year: January 1, 2027 through December 31, 2027

LPPO 079 082 Rx 413	Members
CA - ORANGE - LPPO	
CA - SAN DIEGO - LPPO	
FL - SFL - BROWARD - LPPO	
FL - SFL - DADE - LPPO	
FL - SFL - PALM BEACH - LPPO	
NM - NM OUTSTATE - LPPO	
TN - CHATTANOOGA - TN - LPPO	
TN - KNOXVILLE - LPPO	
TN - MEMPHIS - TN - LPPO	
TN - NASHVILLE - LPPO	
TX - EL PASO - NM - LPPO	
TX - EL PASO - TX - LPPO	
UT - UTAH TRADITIONAL - LPPO	

LPPO 079 083 Rx 416	Members
AL - DOTHAN - LPPO	
AL - HUNTSVILLE - LPPO	
AL - MOBILE, AL - LPPO	
AL - MONTGOMERY - LPPO	
GA - AIKEN- AUGUSTA - GA - LPPO	
GA - AIKEN- AUGUSTA - SC - LPPO	
GA - BRUNSWICK - LPPO	
GA - COLUMBUS, GA - AL - LPPO	
GA - COLUMBUS, GA - GA - LPPO	
GA - SAVANNAH - LPPO	
ID - NORTHERN IDAHO - LPPO	
IL - CHICAGO - LPPO	
IL - PEORIA - LPPO	
IN - CENTRAL INDIANA - LPPO	
IN - EVANSVILLE - IN - LPPO	
IN - EVANSVILLE - KY - LPPO	
IN - NORTH WEST INDIANA - LPPO	
IN - NORTHERN INDIANA - LPPO	
IN - SOUTHERN INDIANA - LPPO	
IN - SUBURBAN INDIANA - LPPO	
NC - EASTERN NORTH CAROLINA - LPPO	
OH - CANTON - LPPO	
OH - CINCINNATI - IN - LPPO	
OH - CINCINNATI - KY - LPPO	
OH - CINCINNATI - OH - LPPO	
OH - CLEVELAND - LPPO	
OH - COLUMBUS, OH - LPPO	
OH - DAYTON - LPPO	
OH - FINDLAY - LPPO	
OH - NORTHWEST OHIO - LPPO	
OH - SOUTHEAST OHIO - LPPO	
OH - UPPER OHIO VALLEY - OH - LPPO	
OH - UPPER OHIO VALLEY - WV - LPPO	
OH - WARREN-YOUNGSTOWN - LPPO	
OH - WARREN-YOUNGSTOWN - PA - LPPO	
PA - ERIE, NORTH CENTRAL PENNSYLVANIA - LPPO	
PA - PITTSBURGH, PA - LPPO	
PA - SOUTH CENTRAL PENNSYLVANIA - LPPO	
SC - CENTRAL SOUTH CAROLINA - LPPO	
SC - CHARLESTON - LPPO	
SC - SPARTANBURG - LPPO	
TX - CORPUS CHRISTI - LPPO	
TX - RIO GRANDE - LPPO	
TX - SAN ANTONIO - LPPO	5
WA - SKAGIT, STEVENS, SOUTH PUGET - LPPO	
WA - TRI-CITIES WASHINGTON - LPPO	
WI - WESTERN WISCONSIN - LPPO	
WV - CHARLESTON-HUNTINGTON - LPPO	
WV - MARTINSBURG - LPPO	
WV - WEST VIRGINIA - LPPO	
WY - WYOMING - LPPO	

LPPO 079 085 Rx 414	Members
AL - BIRMINGHAM - LPPO	
AZ - PHOENIX - LPPO	
CO - COLORADO - LPPO	
DE - DELAWARE - LPPO	
FL - GULF COAST, FL - LPPO	
FL - TREASURE COAST - LPPO	
MA - MASSACHUSETTS - LPPO	
MI - CENTRAL MICHIGAN - LPPO	
MI - DETROIT - LPPO	
MI - NORTHERN MICHIGAN - LPPO	
MI - SOUTHERN MICHIGAN - LPPO	
NV - LAS VEGAS - LPPO	
OK - OKLAHOMA - LPPO	
TN - MEMPHIS - AR - LPPO	

LPPO 079 254 Rx 412	Members
AR - ARKANSAS - KS - LPPO	
AR - ARKANSAS - MO - LPPO	
CA - NORTHERN CA - LPPO	
CT - CONNECTICUT - LPPO	
DC - DISTRICT OF COLUMBIA - LPPO	
GA - ATHENS - LPPO	
GA - ATLANTA - LPPO	
GA - CENTRAL GEORGIA - LPPO	
GA - NORTH GEORGIA - LPPO	
KS - KANSAS CITY - KS - LPPO	
KS - WICHITA - LPPO	
KY - BOWLING GREEN - LPPO	
KY - KENTUCKY - LPPO	
KY - LEXINGTON - LPPO	
KY - LOUISVILLE - IN - LPPO	
KY - LOUISVILLE - KY - LPPO	
LA - LOUISIANA (ALEXANDRIA) - LPPO	
LA - LOUISIANA (LAFAYETTE) - LPPO	
LA - LOUISIANA (LAKE CHARLES) - LPPO	
LA - LOUISIANA (MONROE) - LPPO	
LA - NORTHWEST LA - LPPO	
MD - MARYLAND - LPPO	
ME - PORTLAND, ME - LPPO	
MI - UPPER PENINSULA - LPPO	
MO - KANSAS CITY - MO - LPPO	
MO - MISSOURI - LPPO	
MO - ST. LOUIS - IL - LPPO	
MO - ST. LOUIS - MO - LPPO	
MS - GULF COAST-BILOXI - LPPO	
MS - HATTIESBURG - LPPO	
MS - JACKSON - LPPO	
MS - NORTH MISSISSIPPI - LPPO	
NC - CHARLOTTE - LPPO	
NC - GREENSBORO-WINSTON SALEM - LPPO	
NC - RALEIGH - LPPO	
NC - STATESVILLE - LPPO	
NC - WESTERN NORTH CAROLINA - LPPO	
NE - OMAHA - NE - LPPO	
NH - MANCHESTER - LPPO	
NJ - NEW JERSEY - LPPO	
NY - CAPITAL DISTRICT - LPPO	
NY - CENTRAL NEW YORK - LPPO	
NY - NEW YORK CITY - LPPO	
NY - NORTH COUNTRY - LPPO	
NY - SOUTHERN TIER NEW YORK - LPPO	
OR - PORTLAND - LPPO	
OR - WILLAMETTE VALLEY, CENTRAL OREGON - LPPO	
PA - PHILADELPHIA - LPPO	
TN - MEMPHIS - MS - LPPO	
TX - AUSTIN - LPPO	11
VA - NORTHERN - LPPO	
VT - VERMONT - LPPO	
WI - GREEN BAY - LPPO	
WI - MILWAUKEE - LPPO	

LPPO 079 187 Rx 415	Members
AR - ARKANSAS - AR - LPPO	
AZ - COCONINO - LPPO	
AZ - MOHAVE - LPPO	
AZ - TUCSON - LPPO	
AZ - YAVAPAI - LPPO	
AZ - YUMA - LPPO	
FL - DAYTONA - LPPO	
HI - HONOLULU-KAUAI, HAWAII - LPPO	
IA - DAVENPORT - LPPO	
IA - IOWA - LPPO	
ID - TREASURE VALLEY - LPPO	
ID - TREASURE VALLEY - OR - LPPO	
IL - CENTRAL - LPPO	
MT - MONTANA - LPPO	
NE - OMAHA - IA - LPPO	
NV - RENO - LPPO	
TN - TRI-CITIES, VA - LPPO	
TX - AMARILLO - LPPO	
TX - BEAUMONT - LPPO	
TX - DALLAS - LPPO	
TX - EAST TEXAS - LPPO	
TX - HOUSTON - LPPO	
TX - LUBBOCK - LPPO	
TX - MIDDLE TEXAS - LPPO	
TX - MIDLAND - LPPO	
VA - CENTRAL VIRGINIA - LPPO	
VA - CHARLOTTESVILLE - LPPO	
VA - RICHMOND - LPPO	
VA - ROANOKE - LPPO	
VA - TIDEWATER - LPPO	
WA - SOUTHWEST WASHINGTON - LPPO	
WA - WASHINGTON - LPPO	
WI - MADISON - LPPO	
WV - MARTINSBURG - VA - LPPO	

Humana
Group Medicare
Advantage

Humana Medicare Employer Plan
RPPO Premium Information

HAYS COUNTY - AO - PPO

Date: 8/25/2026

Plan Year: January 1, 2027 through December 31, 2027
Plan Names: Humana Medicare Employer Sponsored Plan
Refer to Offering Package for Benefit Information
Rx Formulary: Group Plus Formulary - 27800

RPPO Market Rate

TX	**$45.00**	Per Member Per Month

***Please refer to the summary of benefits for complete coverage details as 2027 pharmacy and medical benefits may differ from 2026.

Humana Group Medicare Advantage

Humana Medicare Employer Plan
RPPO Market List by Plan

HAYS COUNTY - AO - PPO

Date: 8/25/2026

Plan Year: January 1, 2027 through December 31, 2027

RPPO 079 623 Rx 417	Members
AR	
AZ	
FL	
GA	
LA	
MI	
MO	
MS	
NC	
OH	
SC	
TX	16
VA	

RPPO 079 622 Rx 418	Members
AL	
IL	
IN	
KY	
PA	
TN	
WI	
WV	

Humana
Group Medicare
Advantage

Humana Medicare Employer Plan – **Rating Assumptions and Stipulations**

HAYS COUNTY - AO - PPO

Proposal Terms

Please consult the Plan Design Exhibit for a detailed outline of the benefits proposed. Final benefits may differ due to annual changes in CMS benefit requirements.

For members with End Stage Renal Disease (ESRD), the Humana Group Medicare Advantage Plan is only offered to eligible members who are diagnosed and enrolled in a manner that is consistent with applicable Medicare secondary laws, and the rules and regulations set forth by CMS.

The rates provided do not reflect any potential premium adjustments provided by Center for Medicare and Medicaid Services (CMS) or federal regulations based on a Medicare beneficiary's income.

Humana shall have the right to unilaterally adjust the proposed premium rates set forth in this rate sheet if:

i. a change in or clarification to Law affects Medicare Part C or D program costs or revenue;
ii. a natural disaster, pandemic, act of God or other cause beyond the reasonable control of Humana affects Medicare Part C or D programs costs or revenue;
iii. highly utilized specialty or high-cost drugs are introduced, or additional indications are added to such a drug resulting in an increase in the pharmacy allowed per member per month; or
iv. Humana determines that data provided and relied upon by Humana in development of the premium rates was inaccurate, incomplete, biased, misleading, or otherwise contributed to Humana underestimating actual plan expenses or revenue incurred by Group.

For purposes of this proposal, "Law" shall mean, "any federal, state, or local law, statute, regulation, ordinance, code, rule, order, or other similar requirement enacted, adopted, or enforced by a government authority, including, without limitation, Medicare laws and CMS regulations and requirements, including CMS manuals, CMS payment methodology, and other directives.

Humana will hold the proposed rates, assuming all of the information provided is accurate, and could be subject to change should any of the following differ:

All members are retired and enrolled in Medicare Part A and Part B.

Part D, administered by Humana Pharmacy Solutions, will utilize Humana's Group Plus formulary and include utilization management programs such as: quantity limits, prior authorization, and step therapy. Humana continually updates its drug list and quantity limits, and ensures these updates are in accordance with CMS regulations.

The employer/union is not allowed to sponsor or offer the class of retirees any Medicare supplement or Medicare Advantage plan in competition with Humana's offerings, in the counties where Humana is offered.

The proposed plan/option is designed to be offered in situations where there is little to no employer funding of health insurance premiums.

The products and plan/options will vary based on the eligible members' residence within an adequate Humana Medicare Advantage network service area.

A minimum of 10 enrolled members per standard product offering is required to renew the Humana Medicare Advantage plan.

Benefits, deductibles, maximum out of pocket accumulators, and any applicable pharmacy accumulators will be reset on January 1 each year.

We are pleased to present this Humana Group Medicare Advantage proposal to you and assume all information provided is accurate with the understanding if there is a material change from the provided information, including the offering environment, Humana has a right to revise or rescind the quote.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 LPPO for Standard Plan 079 Option 082 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $4,900 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $8,950 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: None		
	• In-Network Exclusions: N/A		
	• Out-of-Network Exclusion: N/A		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100%	100% after $65 copayment
	• Diagnostic Procedures and Tests	100%	100% after $65 copayment
	• Lab Services	100%	100%
	• Surgical Procedures	100%	100% after $65 copayment
	• Allergy Shots and Injections	100%	100% after $65 copayment
	• Mental Health/Substance Abuse Services	100%	100% after $65 copayment
	• Administration of Drugs in a Physician's Office	80%	80%
	• Medicare Part B Insulin Drugs	80% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after $40 copayment	100% after $65 copayment
	• Advanced Imaging Services	100% after $150 copayment	50%
	• Diagnostic Procedures and Tests	100% after $40 copayment	100% after $65 copayment
	• Lab Services	100%	100%
	• Surgical Procedures	100% after $40 copayment	100% after $65 copayment
	• Diagnostic Colonoscopy	100% after $40 copayment	100% after $65 copayment
	• Podiatry Services (Medicare-covered)	100% after $40 copayment	100% after $65 copayment
	• Chiropractic Services (Medicare-covered)	100% after $15 copayment	100% after $65 copayment
	• Cardiac Therapy	100% after $10 copayment	100% after $65 copayment
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $10 copayment	100% after $65 copayment
	• Pulmonary Therapy	100% after $10 copayment	100% after $65 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $10 copayment	100% after $65 copayment
	• Radiation Therapy	100% after $40 copayment	100% after $65 copayment
	• Allergy Shots and Injections	100% after $40 copayment	100% after $65 copayment
	• Mental Health/Substance Abuse Services	100% after $40 copayment	100% after $65 copayment
	• Opioid Treatment Services	100% after $40 copayment	100% after $65 copayment
	• Administration of Drugs in a Physician's Office	80%	80%
	• Medicare Part B Insulin Drugs	80% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80%	50%
	• Dental Services (Medicare-covered)	100% after $40 copayment	100% after $65 copayment

	• Hearing Services (Medicare-covered)	100% after $40 copayment	100% after $65 copayment
	• Vision Services (Medicare-covered)	100% after $40 copayment	100% after $65 copayment
	• Eyewear for Post-Cataract Surgery	100% after $40 copayment • For eyeglasses and contacts following cataract surgery	100% after $65 copayment • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	100% after $65 copayment
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB337 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after $40 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•100% after $65 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	50%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after $290 copayment per day (days 1-5)	100% after $490 copayment per day (days 1-27)
	• Inpatient Physician Services	100%	100%
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $290 copayment per day (days 1-5)	100% after $490 copayment per day (days 1-27)
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $290 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	100% after $490 copayment per day (days 1-27) • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100%	100%
Outpatient Hospital Services	• Surgical Services	100% after $225 copayment	50%
	• Diagnostic Colonoscopy	100% after $225 copayment	50%
	• Advanced Imaging Services	100% after $180 copayment	50%
	• Nuclear Medicine Services	100% after $180 copayment	50%
	• Diagnostic Procedures and Tests	80%	50%
	• Lab Services	100%	50%
	• Radiation Therapy	80%	50%
	• Cardiac Therapy	100% after $10 copayment	50%

	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $10 copayment	50%
	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $20 copayment	50%
	• Chemotherapy Drugs	80%	50%
	• Renal Dialysis Services	80%	80%
	• Mental Health/Substance Abuse Services	80%	50%
	• Partial Hospitalization	100% after $40 copayment	100% after $65 copayment
	• Intensive Outpatient Services	100% after $40 copayment	100% after $65 copayment
	• Opioid Treatment Services	80%	50%
	• Other Medicare Part B Drugs	80%	80%
	• Medicare Part B Insulin Drugs	80% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
	• Observation Services	80%	50%
	• Outpatient Physician Services	100%	50%
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% per day (days 1-20); 100% after $160 copayment per day (days 21-100) • Plan pays $0 after 100 days	100% after $250 copayment per day (days 1-58); 100% per day (days 59-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100%	100%
Urgent Care Center	• Urgently Needed Care	100%	100%
	• Lab Services	100%	50%
Emergency Room	• Emergency Services **(2)**	100% after $90 copayment; waived if admitted within 24 hours	100% after $90 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after $240 copayment per date of service • Limited to Medicare-covered transportation	100% after $240 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after $10 copayment	100% after $65 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $10 copayment	100% after $65 copayment
Freestanding Radiological Facility	• Advanced Imaging Services	100% after $150 copayment	50%
	• Nuclear Medicine Services	80%	50%
	• Diagnostic Procedures and Tests	100% after $40 copayment	50%
	• Radiation Therapy	80%	50%
Ambulatory Surgical Center	• Surgical Procedures	100% after $150 copayment	50%
	• Diagnostic Colonoscopy	100% after $150 copayment	50%
Freestanding Laboratory	• Lab Services	100%	50%
Dialysis Center	• Renal Dialysis Services	80%	80%
Home Health	• Home Health Care	100% • Excludes Personal Home Care	50% • Excludes Personal Home Care

DME Provider	• Durable Medical Equipment	82%	75%
	• Diabetic Monitoring Supplies	82%	75%
	• Continuous Glucose Monitors	82%	75%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Medical Supply Provider	• Medical Supplies	80%	75%
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80%	75%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Pharmacy (PART B ONLY)	• Durable Medical Equipment	82%	75%
	• Medical Supplies	80%	75%
	• Diabetic Monitoring Supplies	82%	75%
	• Continuous Glucose Monitors	82%	75%
	• Other Medicare Part B Drugs	80%	80%
	• Medicare Part B Insulin Drugs	80% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $40 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. •To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Vision Services (Routine) - VIS263 EyeMed	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.		
Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.
Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

Go365® by Humana is included in this plan
A wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help your members establish and maintain a healthy lifestyle. As your members achieve manageable health goals, Go365 keeps them engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, your members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 LPPO for Standard Plan 079 Option 083 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $8,500 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $13,900 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: $55 per individual per plan year		
	• In-Network Exclusions: Part D Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, Diabetic Eye Exam, All Medicare Part B Insulin Drugs, All Diabetic Monitoring Supplies, Additional Telehealth Services, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium		
	• Out-of-Network Exclusions: Part D Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, All Medicare Part B Insulin Drugs, All Diabetic Monitoring Supplies, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Worldwide Coverage and the Plan Premium		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Administration of Drugs in a Physician's Office	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Advanced Imaging Services	100% after combined annual deductible and $180 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Podiatry Services (Medicare-covered)	100% after combined annual deductible and $70 copayment	50% after combined annual deductible
	• Chiropractic Services (Medicare-covered)	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible and $30 copayment	50% after combined annual deductible
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible and $20 copayment	50% after combined annual deductible
	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	50% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $40 copayment	50% after combined annual deductible

	• Opioid Treatment Services	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Administration of Drugs in a Physician's Office	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80% after combined annual deductible	50% after combined annual deductible
	• Dental Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Hearing Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Vision Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Eyewear for Post-Cataract Surgery	100% after combined annual deductible and $55 copayment • For eyeglasses and contacts following cataract surgery	50% after combined annual deductible • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	50% after combined annual deductible
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB354 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after combined annual deductible and $55 copayment $55 for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•50% after combined annual deductible for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	50%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after combined annual deductible and $478 copayment per day (days 1-5)	50% after combined annual deductible per admission
	• Inpatient Physician Services	100% after combined annual deductible	50% after combined annual deductible
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible and $416 copayment per day (days 1-5)	50% after combined annual deductible per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible and $416 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	50% after combined annual deductible per admission • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100% after combined annual deductible	50% after combined annual deductible
Outpatient Hospital Services	• Surgical Services	100% after combined annual deductible and $300 copayment	50% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible and $300 copayment	50% after combined annual deductible

	• Advanced Imaging Services	100% after combined annual deductible and $195 copayment	50% after combined annual deductible
	• Nuclear Medicine Services	100% after combined annual deductible and $195 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $75 copayment	50% after combined annual deductible
	• Lab Services	100% after combined annual deductible	50% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible and $50 copayment	50% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible and $30 copayment	50% after combined annual deductible
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible and $20 copayment	50% after combined annual deductible
	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	50% after combined annual deductible
	• Chemotherapy Drugs	80% after combined annual deductible	50% after combined annual deductible
	• Renal Dialysis Services	80% after combined annual deductible	80% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $45 copayment	50% after combined annual deductible
	• Partial Hospitalization	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Intensive Outpatient Services	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible and $45 copayment	50% after combined annual deductible
	• Other Medicare Part B Drugs	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Observation Services	100% after combined annual deductible	50% after combined annual deductible
	• Outpatient Physician Services	100% after combined annual deductible	50% after combined annual deductible
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% after combined annual deductible per day (days 1-20); 100% after combined annual deductible and $200 copayment per day (days 21-100) • Plan pays $0 after 100 days	50% after combined annual deductible per day (days 1-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100% after combined annual deductible	50% after combined annual deductible
Urgent Care Center	• Urgently Needed Care	100%	100%
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
Emergency Room	• Emergency Services **(2)**	100% after $90 copayment; waived if admitted within 24 hours	100% after $90 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after combined annual deductible and $280 copayment per date of service • Limited to Medicare-covered transportation	100% after combined annual deductible and $280 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	50% after combined annual deductible

Freestanding Radiological Facility	• Advanced Imaging Services	100% after combined annual deductible and $180 copayment	50% after combined annual deductible
	• Nuclear Medicine Services	100% after combined annual deductible and $75 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $50 copayment	50% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible and $50 copayment	50% after combined annual deductible
Ambulatory Surgical Center	• Surgical Procedures	100% after combined annual deductible and $250 copayment	50% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible and $250 copayment	50% after combined annual deductible
Freestanding Laboratory	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
Dialysis Center	• Renal Dialysis Services	80% after combined annual deductible	80% after combined annual deductible
Home Health	• Home Health Care	100% after combined annual deductible • Excludes Personal Home Care	50% after combined annual deductible • Excludes Personal Home Care
DME Provider	• Durable Medical Equipment	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Shoes & Inserts	100% after combined annual deductible and $10 copayment	50% after combined annual deductible
Medical Supply Provider	• Medical Supplies	80% after combined annual deductible	50% after combined annual deductible
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Shoes & Inserts	100% after combined annual deductible and $10 copayment	50% after combined annual deductible
Pharmacy (PART B ONLY)	• Durable Medical Equipment	80% after combined annual deductible	50% after combined annual deductible
	• Medical Supplies	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80% after combined annual deductible	50% after combined annual deductible
	• Other Medicare Part B Drugs	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $55 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. •To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Vision Services (Routine) - VIS263 EyeMed	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.		
Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.
Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

Go365® by Humana is included in this plan
A wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help your members establish and maintain a healthy lifestyle. As your members achieve manageable health goals, Go365 keeps them engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, your members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 LPPO for Standard Plan 079 Option 085 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $6,000 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $8,950 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: None		
	• In-Network Exclusions: N/A		
	• Out-of-Network Exclusion: N/A		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100%	50%
	• Diagnostic Procedures and Tests	100%	50%
	• Lab Services	100%	100%
	• Surgical Procedures	100%	50%
	• Allergy Shots and Injections	100%	50%
	• Mental Health/Substance Abuse Services	100%	50%
	• Administration of Drugs in a Physician's Office	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after $55 copayment	50%
	• Advanced Imaging Services	100% after $180 copayment	50%
	• Diagnostic Procedures and Tests	100% after $55 copayment	50%
	• Lab Services	100%	100%
	• Surgical Procedures	100% after $55 copayment	50%
	• Diagnostic Colonoscopy	100% after $55 copayment	50%
	• Podiatry Services (Medicare-covered)	100% after $55 copayment	50%
	• Chiropractic Services (Medicare-covered)	100% after $15 copayment	50%
	• Cardiac Therapy	100% after $35 copayment	50%
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $25 copayment	50%
	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $35 copayment	50%
	• Radiation Therapy	100% after $55 copayment	50%
	• Allergy Shots and Injections	100% after $55 copayment	50%
	• Mental Health/Substance Abuse Services	100% after $40 copayment	50%
	• Opioid Treatment Services	100% after $40 copayment	50%
	• Administration of Drugs in a Physician's Office	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80%	50%
	• Dental Services (Medicare-covered)	100% after $55 copayment	50%

	• Hearing Services (Medicare-covered)	100% after $55 copayment	50%
	• Vision Services (Medicare-covered)	100% after $55 copayment	50%
	• Eyewear for Post-Cataract Surgery	100% after $55 copayment • For eyeglasses and contacts following cataract surgery	50% • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	50%
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB354 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after $55 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•50% for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	50%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after $340 copayment per day (days 1-5)	50% per admission
	• Inpatient Physician Services	100%	50%
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $340 copayment per day (days 1-5)	50% per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $340 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	50% per admission • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100%	50%
Outpatient Hospital Services	• Surgical Services	100% after $300 copayment	50%
	• Diagnostic Colonoscopy	100% after $300 copayment	50%
	• Advanced Imaging Services	100% after $195 copayment	50%
	• Nuclear Medicine Services	100% after $195 copayment	50%
	• Diagnostic Procedures and Tests	100% after $75 copayment	50%
	• Lab Services	100%	50%

	• Radiation Therapy	100% after $50 copayment	50%
	• Cardiac Therapy	100% after $35 copayment	50%
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $25 copayment	50%
	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $35 copayment	50%
	• Chemotherapy Drugs	80%	50%
	• Renal Dialysis Services	80%	80%
	• Mental Health/Substance Abuse Services	100% after $45 copayment	50%
	• Partial Hospitalization	100% after $40 copayment	50%
	• Intensive Outpatient Services	100% after $40 copayment	50%
	• Opioid Treatment Services	100% after $45 copayment	50%
	• Other Medicare Part B Drugs	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Observation Services	100%	50%
	• Outpatient Physician Services	100%	50%
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% per day (days 1-20); 100% after $180 copayment per day (days 21-100) • Plan pays $0 after 100 days	50% per day (days 1-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100%	50%
Urgent Care Center	• Urgently Needed Care	100%	100%
	• Lab Services	100%	100%
Emergency Room	• Emergency Services **(2)**	100% after $90 copayment; waived if admitted within 24 hours	100% after $90 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after $280 copayment per date of service • Limited to Medicare-covered transportation	100% after $280 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $35 copayment	50%
Freestanding Radiological Facility	• Advanced Imaging Services	100% after $180 copayment	50%
	• Nuclear Medicine Services	100% after $75 copayment	50%
	• Diagnostic Procedures and Tests	100% after $50 copayment	50%
	• Radiation Therapy	100% after $50 copayment	50%
Ambulatory Surgical Center	• Surgical Procedures	100% after $250 copayment	50%
	• Diagnostic Colonoscopy	100% after $250 copayment	50%

Freestanding Laboratory	• Lab Services	100%	100%
Dialysis Center	• Renal Dialysis Services	80%	80%
Home Health	• Home Health Care	100% • Excludes Personal Home Care	50% • Excludes Personal Home Care
DME Provider	• Durable Medical Equipment	80%	50%
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80%	50%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Medical Supply Provider	• Medical Supplies	80%	50%
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80%	50%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Pharmacy (PART B ONLY)	• Durable Medical Equipment	80%	50%
	• Medical Supplies	80%	50%
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80%	50%
	• Other Medicare Part B Drugs	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $55 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947 HumanaDental	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. •Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

	• Vision Services (Routine) - VIS263 EyeMed	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.		
Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.

Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

Go365® by Humana is included in this plan

A wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help your members establish and maintain a healthy lifestyle. As your members achieve manageable health goals, Go365 keeps them engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, your members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 LPPO for Standard Plan 079 Option 187 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $7,500 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $10,000 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: None		
	• In-Network Exclusions: N/A		
	• Out-of-Network Exclusion: N/A		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100% after $5 copayment	50%
	• Diagnostic Procedures and Tests	100% after $5 copayment	50%
	• Lab Services	100%	100%
	• Surgical Procedures	100% after $5 copayment	50%
	• Allergy Shots and Injections	100% after $5 copayment	50%
	• Mental Health/Substance Abuse Services	100% after $5 copayment	50%
	• Administration of Drugs in a Physician's Office	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after $55 copayment	50%
	• Advanced Imaging Services	100% after $180 copayment	50%
	• Diagnostic Procedures and Tests	100% after $55 copayment	50%
	• Lab Services	100%	100%
	• Surgical Procedures	100% after $55 copayment	50%
	• Diagnostic Colonoscopy	100% after $55 copayment	50%
	• Podiatry Services (Medicare-covered)	100% after $65 copayment	50%
	• Chiropractic Services (Medicare-covered)	100% after $15 copayment	50%
	• Cardiac Therapy	100% after $30 copayment	50%
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $20 copayment	50%
	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $35 copayment	50%
	• Radiation Therapy	100% after $55 copayment	50%
	• Allergy Shots and Injections	100% after $55 copayment	50%
	• Mental Health/Substance Abuse Services	100% after $40 copayment	50%
	• Opioid Treatment Services	100% after $40 copayment	50%
	• Administration of Drugs in a Physician's Office	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80%	50%
	• Dental Services (Medicare-covered)	100% after $55 copayment	50%

	• Hearing Services (Medicare-covered)	100% after $55 copayment	50%
	• Vision Services (Medicare-covered)	100% after $55 copayment	50%
	• Eyewear for Post-Cataract Surgery	100% after $55 copayment • For eyeglasses and contacts following cataract surgery	50% • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	50%
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB354 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after $55 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•50% for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	50%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after $407 copayment per day (days 1-5)	50% per admission
	• Inpatient Physician Services	100%	50%
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $407 copayment per day (days 1-5)	50% per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $407 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	50% per admission • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100%	50%
Outpatient Hospital Services	• Surgical Services	100% after $300 copayment	50%
	• Diagnostic Colonoscopy	100% after $300 copayment	50%
	• Advanced Imaging Services	100% after $195 copayment	50%
	• Nuclear Medicine Services	100% after $195 copayment	50%
	• Diagnostic Procedures and Tests	100% after $75 copayment	50%
	• Lab Services	100%	50%

	• Radiation Therapy	100% after $50 copayment	50%
	• Cardiac Therapy	100% after $30 copayment	50%
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $20 copayment	50%
	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $35 copayment	50%
	• Chemotherapy Drugs	80%	50%
	• Renal Dialysis Services	80%	80%
	• Mental Health/Substance Abuse Services	100% after $45 copayment	50%
	• Partial Hospitalization	100% after $40 copayment	50%
	• Intensive Outpatient Services	100% after $40 copayment	50%
	• Opioid Treatment Services	100% after $45 copayment	50%
	• Other Medicare Part B Drugs	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Observation Services	100%	50%
	• Outpatient Physician Services	100%	50%
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% per day (days 1-20); 100% after $180 copayment per day (days 21-100) • Plan pays $0 after 100 days	50% per day (days 1-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100%	50%
Urgent Care Center	• Urgently Needed Care	100%	100%
	• Lab Services	100%	100%
Emergency Room	• Emergency Services **(2)**	100% after $90 copayment; waived if admitted within 24 hours	100% after $90 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after $280 copayment per date of service • Limited to Medicare-covered transportation	100% after $280 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after $15 copayment	50%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $35 copayment	50%
Freestanding Radiological Facility	• Advanced Imaging Services	100% after $180 copayment	50%
	• Nuclear Medicine Services	100% after $75 copayment	50%
	• Diagnostic Procedures and Tests	100% after $50 copayment	50%
	• Radiation Therapy	100% after $50 copayment	50%
Ambulatory Surgical Center	• Surgical Procedures	100% after $250 copayment	50%
	• Diagnostic Colonoscopy	100% after $250 copayment	50%

Freestanding Laboratory	• Lab Services	100%	100%
Dialysis Center	• Renal Dialysis Services	80%	80%
Home Health	• Home Health Care	100% • Excludes Personal Home Care	50% • Excludes Personal Home Care
DME Provider	• Durable Medical Equipment	80%	50%
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80%	50%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Medical Supply Provider	• Medical Supplies	80%	50%
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80%	50%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Pharmacy (PART B ONLY)	• Durable Medical Equipment	80%	50%
	• Medical Supplies	80%	50%
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80%	50%
	• Other Medicare Part B Drugs	90%	50%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $55 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947 HumanaDental	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. •Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

	• Vision Services (Routine) - VIS263 EyeMed	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.		
Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.

Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

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This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

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HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 LPPO for Standard Plan 079 Option 254 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $9,000 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $13,900 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: $175 per individual per plan year		
	• In-Network Exclusions: Part D Pharmacy, Preferred Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, Diabetic Eye Exam, All Medicare Part B Insulin Drugs, All Diabetic Monitoring Supplies, Additional Telehealth Services, Dental Services (Routine), Hearing Services (Routine), Vision Services (Routine), Extra Services and the Plan Premium		
	• Out-of-Network Exclusions: Part D Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, All Medicare Part B Insulin Drugs, All Diabetic Monitoring Supplies, Dental Services (Routine), Hearing Services (Routine), Vision Services (Routine), Worldwide Coverage and the Plan Premium		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $5 copayment	50% after combined annual deductible
	• Administration of Drugs in a Physician's Office	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Advanced Imaging Services	100% after combined annual deductible and $180 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Podiatry Services (Medicare-covered)	100% after combined annual deductible and $70 copayment	50% after combined annual deductible
	• Chiropractic Services (Medicare-covered)	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible and $30 copayment	50% after combined annual deductible
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible and $20 copayment	50% after combined annual deductible
	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	50% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Administration of Drugs in a Physician's Office	90% after combined annual deductible	50% after combined annual deductible

	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80% after combined annual deductible	50% after combined annual deductible
	• Dental Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Hearing Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Vision Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	50% after combined annual deductible
	• Eyewear for Post-Cataract Surgery	100% after combined annual deductible and $55 copayment • For eyeglasses and contacts following cataract surgery	50% after combined annual deductible • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	50% after combined annual deductible
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB354 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after combined annual deductible and $55 copayment for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•50% after combined annual deductible for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	50%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after combined annual deductible and $478 copayment per day (days 1-5)	50% after combined annual deductible per admission
	• Inpatient Physician Services	100% after combined annual deductible	50% after combined annual deductible
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible and $416 copayment per day (days 1-5)	50% after combined annual deductible per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible and $416 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	50% after combined annual deductible per admission • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100% after combined annual deductible	50% after combined annual deductible
Outpatient Hospital Services	• Surgical Services	100% after combined annual deductible and $300 copayment	50% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible and $300 copayment	50% after combined annual deductible
	• Advanced Imaging Services	100% after combined annual deductible and $195 copayment	50% after combined annual deductible

	• Nuclear Medicine Services	100% after combined annual deductible and $195 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $75 copayment	50% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible and $50 copayment	50% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible and $30 copayment	50% after combined annual deductible
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible and $20 copayment	50% after combined annual deductible
	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	50% after combined annual deductible
	• Chemotherapy Drugs	80% after combined annual deductible	50% after combined annual deductible
	• Renal Dialysis Services	80% after combined annual deductible	80% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $45 copayment	50% after combined annual deductible
	• Partial Hospitalization	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Intensive Outpatient Services	100% after combined annual deductible and $40 copayment	50% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible and $45 copayment	50% after combined annual deductible
	• Other Medicare Part B Drugs	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
	• Observation Services	100% after combined annual deductible	50% after combined annual deductible
	• Outpatient Physician Services	100% after combined annual deductible	50% after combined annual deductible
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% after combined annual deductible per day (days 1-20); 100% after combined annual deductible and $203 copayment per day (days 21-100) • Plan pays $0 after 100 days	50% after combined annual deductible per day (days 1-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100% after combined annual deductible	50% after combined annual deductible
Urgent Care Center	• Urgently Needed Care	100%	100%
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
Emergency Room	• Emergency Services **(2)**	100% after $90 copayment; waived if admitted within 24 hours	100% after $90 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after combined annual deductible and $280 copayment per date of service • Limited to Medicare-covered transportation	100% after combined annual deductible and $280 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	50% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	50% after combined annual deductible
Freestanding Radiological Facility	• Advanced Imaging Services	100% after combined annual deductible and $180 copayment	50% after combined annual deductible
	• Nuclear Medicine Services	100% after combined annual deductible and $75 copayment	50% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $50 copayment	50% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible and $50 copayment	50% after combined annual deductible

Ambulatory Surgical Center	• Surgical Procedures	100% after combined annual deductible and $250 copayment	50% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible and $250 copayment	50% after combined annual deductible
Freestanding Laboratory	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
Dialysis Center	• Renal Dialysis Services	80% after combined annual deductible	80% after combined annual deductible
Home Health	• Home Health Care	100% after combined annual deductible • Excludes Personal Home Care	50% after combined annual deductible • Excludes Personal Home Care
DME Provider	• Durable Medical Equipment	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Shoes & Inserts	100% after combined annual deductible and $10 copayment	50% after combined annual deductible
Medical Supply Provider	• Medical Supplies	80% after combined annual deductible	50% after combined annual deductible
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Shoes & Inserts	100% after combined annual deductible and $10 copayment	50% after combined annual deductible
Pharmacy (PART B ONLY)	• Durable Medical Equipment	80% after combined annual deductible	50% after combined annual deductible
	• Medical Supplies	80% after combined annual deductible	50% after combined annual deductible
	• Diabetic Monitoring Supplies	80%	50%
	• Continuous Glucose Monitors	80% after combined annual deductible	50% after combined annual deductible
	• Other Medicare Part B Drugs	90% after combined annual deductible	50% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	50% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $55 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947 HumanaDental	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. •Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Vision Services (Routine) - VIS263 EyeMed	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.		
Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.

Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

Go365® by Humana is included in this plan

A wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help your members establish and maintain a healthy lifestyle. As your members achieve manageable health goals, Go365 keeps them engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, your members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 RPPO for Standard Plan 079 Option 622 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $9,000 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $14,000 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: $175 per individual per plan year		
	• In-Network Exclusions: Part D Pharmacy, Preferred Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, Diabetic Eye Exam, All Medicare Part B Insulin Drugs, All Diabetic Monitoring Supplies, Additional Telehealth Services, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium		
	• Out-of-Network Exclusions: Part D Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, All Medicare Part B Insulin Drugs, All Diabetic Monitoring Supplies, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Worldwide Coverage and the Plan Premium		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Allergy Shots and Injections	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Administration of Drugs in a Physician's Office	90% after combined annual deductible	80% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Advanced Imaging Services	100% after combined annual deductible and $200 copayment	100% after combined annual deductible and $200 copayment
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Diagnostic Colonoscopy	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Podiatry Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Chiropractic Services (Medicare-covered)	100% after combined annual deductible and $15 copayment	100% after combined annual deductible and $15 copayment
	• Cardiac Therapy	100% after combined annual deductible and $25 copayment	100% after combined annual deductible and $25 copayment
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	100% after combined annual deductible and $25 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $25 copayment	100% after combined annual deductible and $25 copayment
	• Radiation Therapy	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Allergy Shots and Injections	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $40 copayment	100% after combined annual deductible and $40 copayment

	• Opioid Treatment Services	100% after combined annual deductible and $40 copayment	100% after combined annual deductible and $40 copayment
	• Administration of Drugs in a Physician's Office	90% after combined annual deductible	80% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80% after combined annual deductible	60% after combined annual deductible
	• Dental Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Hearing Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Vision Services (Medicare-covered)	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Eyewear for Post-Cataract Surgery	100% after combined annual deductible and $55 copayment • For eyeglasses and contacts following cataract surgery	100% after combined annual deductible and $55 copayment • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	100% after combined annual deductible and $55 copayment
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB350 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after combined annual deductible and $55 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•100% after combined annual deductible and $55 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	100% after $65 copayment
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after combined annual deductible and $478 copayment per day (days 1-5)	100% after combined annual deductible and $478 copayment per day (days 1-5)
	• Inpatient Physician Services	100% after combined annual deductible	100% after combined annual deductible
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible and $407 copayment per day (days 1-5)	100% after combined annual deductible and $407 copayment per day (days 1-5)
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after combined annual deductible and $407 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	100% after combined annual deductible and $407 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100% after combined annual deductible	100% after combined annual deductible
Outpatient Hospital Services	• Surgical Services	100% after combined annual deductible and $400 copayment	100% after combined annual deductible and $400 copayment
	• Diagnostic Colonoscopy	100% after combined annual deductible and $400 copayment	100% after combined annual deductible and $400 copayment

	• Advanced Imaging Services	100% after combined annual deductible and $200 copayment	100% after combined annual deductible and $200 copayment
	• Nuclear Medicine Services	100% after combined annual deductible and $400 copayment	100% after combined annual deductible and $400 copayment
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $100 copayment	100% after combined annual deductible and $100 copayment
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Radiation Therapy	80% after combined annual deductible	80% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible and $25 copayment	100% after combined annual deductible and $25 copayment
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible and $20 copayment	100% after combined annual deductible and $20 copayment
	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	100% after combined annual deductible and $40 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $35 copayment	100% after combined annual deductible and $35 copayment
	• Chemotherapy Drugs	80% after combined annual deductible	60% after combined annual deductible
	• Renal Dialysis Services	80% after combined annual deductible	80% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible and $45 copayment	100% after combined annual deductible and $100 copayment
	• Partial Hospitalization	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Intensive Outpatient Services	100% after combined annual deductible and $55 copayment	100% after combined annual deductible and $55 copayment
	• Opioid Treatment Services	100% after combined annual deductible and $45 copayment	100% after combined annual deductible and $100 copayment
	• Other Medicare Part B Drugs	90% after combined annual deductible	80% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
	• Observation Services	100% after combined annual deductible	100% after combined annual deductible
	• Outpatient Physician Services	100% after combined annual deductible	100% after combined annual deductible
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% after combined annual deductible per day (days 1-20); 100% after combined annual deductible and $203 copayment per day (days 21-100) • Plan pays $0 after 100 days	100% after combined annual deductible per day (days 1-20); 100% after combined annual deductible and $203 copayment per day (days 21-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100% after combined annual deductible	100% after combined annual deductible
Urgent Care Center	• Urgently Needed Care	100%	60%
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
Emergency Room	• Emergency Services **(2)**	100% after $100 copayment; waived if admitted within 24 hours	100% after $100 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after combined annual deductible and $270 copayment per date of service • Limited to Medicare-covered transportation	100% after combined annual deductible and $270 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after combined annual deductible and $15 copayment	100% after combined annual deductible and $25 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible and $25 copayment	100% after combined annual deductible and $25 copayment

Freestanding Radiological Facility	• Advanced Imaging Services	100% after combined annual deductible and $200 copayment	100% after combined annual deductible and $200 copayment
	• Nuclear Medicine Services	100% after combined annual deductible and $100 copayment	100% after combined annual deductible and $100 copayment
	• Diagnostic Procedures and Tests	100% after combined annual deductible and $50 copayment	100% after combined annual deductible and $50 copayment
	• Radiation Therapy	80% after combined annual deductible	80% after combined annual deductible
Ambulatory Surgical Center	• Surgical Procedures	100% after combined annual deductible and $400 copayment	100% after combined annual deductible and $400 copayment
	• Diagnostic Colonoscopy	100% after combined annual deductible and $400 copayment	100% after combined annual deductible and $400 copayment
Freestanding Laboratory	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
Dialysis Center	• Renal Dialysis Services	80% after combined annual deductible	80% after combined annual deductible
Home Health	• Home Health Care	100% after combined annual deductible • Excludes Personal Home Care	100% after combined annual deductible • Excludes Personal Home Care
DME Provider	• Durable Medical Equipment	80% after combined annual deductible	80% after combined annual deductible
	• Diabetic Monitoring Supplies	80%	80%
	• Continuous Glucose Monitors	80% after combined annual deductible	80% after combined annual deductible
	• Diabetic Shoes & Inserts	100% after combined annual deductible and $10 copayment	50% after combined annual deductible
Medical Supply Provider	• Medical Supplies	80% after combined annual deductible	80% after combined annual deductible
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80% after combined annual deductible	80% after combined annual deductible
	• Diabetic Shoes & Inserts	100% after combined annual deductible and $10 copayment	50% after combined annual deductible
Pharmacy (PART B ONLY)	• Durable Medical Equipment	80% after combined annual deductible	80% after combined annual deductible
	• Medical Supplies	80% after combined annual deductible	80% after combined annual deductible
	• Diabetic Monitoring Supplies	80%	80%
	• Continuous Glucose Monitors	80% after combined annual deductible	80% after combined annual deductible
	• Other Medicare Part B Drugs	90% after combined annual deductible	80% after combined annual deductible
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $55 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. •To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Vision Services (Routine) - VIS263	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

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Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.
Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

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A wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help your members establish and maintain a healthy lifestyle. As your members achieve manageable health goals, Go365 keeps them engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, your members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

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HUMANA MEDICARE EMPLOYER LPPO PLAN

2027 RPPO for Standard Plan 079 Option 623 - Traditional - Access Only

Annual Maximum Out-of-Pocket	• In-Network: $6,500 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: $8,950 per individual per plan year (excludes Part D Pharmacy, Dental Services (Routine), Hearing Services (Routine), OTC Drugs and Supplies, Vision Services (Routine), Extra Services, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: None		
	• In-Network Exclusions: N/A		
	• Out-of-Network Exclusion: N/A		
Place of Treatment	**Benefit**	**Network Coverage Plan Pays (1):**	**Non-Network Coverage Plan Pays (1):**
Primary Care Physician	• Office Visit	100% after $5 copayment	100% after $65 copayment
	• Diagnostic Procedures and Tests	100% after $5 copayment	100% after $65 copayment
	• Lab Services	100%	100%
	• Surgical Procedures	100% after $5 copayment	100% after $65 copayment
	• Allergy Shots and Injections	100% after $5 copayment	100% after $65 copayment
	• Mental Health/Substance Abuse Services	100% after $5 copayment	100% after $65 copayment
	• Administration of Drugs in a Physician's Office	90%	80%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
Specialist	• Office Visit	100% after $45 copayment	100% after $65 copayment
	• Advanced Imaging Services	100% after $100 copayment	100% after $175 copayment
	• Diagnostic Procedures and Tests	100% after $45 copayment	100% after $65 copayment
	• Lab Services	100%	100%
	• Surgical Procedures	100% after $45 copayment	100% after $65 copayment
	• Diagnostic Colonoscopy	100% after $45 copayment	100% after $65 copayment
	• Podiatry Services (Medicare-covered)	100% after $45 copayment	100% after $65 copayment
	• Chiropractic Services (Medicare-covered)	100% after $15 copayment	100% after $65 copayment
	• Cardiac Therapy	100% after $15 copayment	100% after $65 copayment
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $15 copayment	100% after $65 copayment
	• Pulmonary Therapy	100% after $15 copayment	100% after $65 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $15 copayment	100% after $65 copayment
	• Radiation Therapy	100% after $45 copayment	100% after $65 copayment
	• Allergy Shots and Injections	100% after $45 copayment	100% after $65 copayment
	• Mental Health/Substance Abuse Services	100% after $40 copayment	100% after $65 copayment
	• Opioid Treatment Services	100% after $40 copayment	100% after $65 copayment
	• Administration of Drugs in a Physician's Office	90%	80%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
	• Chemotherapy Drugs	80%	60%
	• Dental Services (Medicare-covered)	100% after $45 copayment	100% after $65 copayment

	• Hearing Services (Medicare-covered)	100% after $45 copayment	100% after $65 copayment
	• Vision Services (Medicare-covered)	100% after $45 copayment	100% after $65 copayment
	• Eyewear for Post-Cataract Surgery	100% after $45 copayment • For eyeglasses and contacts following cataract surgery	100% after $65 copayment • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	100% after $65 copayment
	• Acupuncture Services (Medicare-covered) for Chronic Lower Back Pain - CLB342 - Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	•100% after $45 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year.	•100% after $65 copayment for acupuncture for chronic low back pain visits up to 20 combined in and out of network visit(s) per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	60%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (All Authorized Admissions)	100% after $325 copayment per day (days 1-5)	60% per admission
	• Inpatient Physician Services	100%	60%
	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $325 copayment per day (days 1-5)	60% per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (All Authorized Admissions)	100% after $325 copayment per day (days 1-5) • 190 day lifetime limit in a psychiatric facility	60% per admission • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100%	60%
Outpatient Hospital Services	• Surgical Services	100% after $195 copayment	60%
	• Diagnostic Colonoscopy	100% after $195 copayment	60%
	• Advanced Imaging Services	100% after $150 copayment	60%
	• Nuclear Medicine Services	100% after $150 copayment	60%
	• Diagnostic Procedures and Tests	100% after $80 copayment	60%
	• Lab Services	100%	100%
	• Radiation Therapy	80%	60%
	• Cardiac Therapy	100% after $20 copayment	60%

	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after $20 copayment	60%
	• Pulmonary Therapy	100% after $15 copayment	60%
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $40 copayment	60%
	• Chemotherapy Drugs	80%	60%
	• Renal Dialysis Services	80%	80%
	• Mental Health/Substance Abuse Services	100% after $45 copayment	60%
	• Partial Hospitalization	100% after $45 copayment	60%
	• Intensive Outpatient Services	100% after $45 copayment	60%
	• Opioid Treatment Services	100% after $45 copayment	60%
	• Other Medicare Part B Drugs	90%	80%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
	• Observation Services	100%	60%
	• Outpatient Physician Services	100%	60%
Skilled Nursing Facility (SNF)	• SNF Care (no 3-day hospital stay is required)	100% per day (days 1-20); 100% after $150 copayment per day (days 21-100) • Plan pays $0 after 100 days	60% per day (days 1-100) • Plan pays $0 after 100 days
	• SNF Physician Services	100%	60%
Urgent Care Center	• Urgently Needed Care	100%	60%
	• Lab Services	100%	100%
Emergency Room	• Emergency Services **(2)**	100% after $90 copayment; waived if admitted within 24 hours	100% after $90 copayment; waived if admitted within 24 hours
	• Emergency Room Physician Services	100%	100%
Ambulance	• Ambulance Services	100% after $240 copayment per date of service • Limited to Medicare-covered transportation	100% after $240 copayment per date of service • Limited to Medicare-covered transportation
Travel Benefit	• US Travel Benefit	• Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area.	N/A
Worldwide Coverage	• Emergency Services and Urgently Needed Care Only	N/A	• $100 deductible, 80% coinsurance, $25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	• Pulmonary Therapy	100% after $15 copayment	100% after $65 copayment
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after $15 copayment	100% after $65 copayment
Freestanding Radiological Facility	• Advanced Imaging Services	100% after $100 copayment	60%
	• Nuclear Medicine Services	100% after $80 copayment	60%
	• Diagnostic Procedures and Tests	100% after $50 copayment	60%
	• Radiation Therapy	80%	60%
Ambulatory Surgical Center	• Surgical Procedures	100% after $150 copayment	60%
	• Diagnostic Colonoscopy	100% after $150 copayment	60%
Freestanding Laboratory	• Lab Services	100%	100%
Dialysis Center	• Renal Dialysis Services	80%	80%
Home Health	• Home Health Care	100% • Excludes Personal Home Care	60% • Excludes Personal Home Care

DME Provider	• Durable Medical Equipment	80%	70%
	• Diabetic Monitoring Supplies	80%	70%
	• Continuous Glucose Monitors	80%	70%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Medical Supply Provider	• Medical Supplies	80%	75%
Preferred Diabetic Supplier	• Diabetic Monitoring Supplies	100%	N/A
Preferred Pharmacy	• Continuous Glucose Monitors	100%	N/A
Prosthetics Provider	• Prosthetics	80%	75%
	• Diabetic Shoes & Inserts	100% after $10 copayment	50%
Pharmacy (PART B ONLY)	• Durable Medical Equipment	80%	70%
	• Medical Supplies	80%	75%
	• Diabetic Monitoring Supplies	80%	70%
	• Continuous Glucose Monitors	80%	70%
	• Other Medicare Part B Drugs	90%	80%
	• Medicare Part B Insulin Drugs	90% •Up to $35 maximum out-of-pocket per month	80% •Up to $35 maximum out-of-pocket per month
Additional Telehealth Services	• Primary Care Physician - Virtual Visit	100%	N/A
	• Specialist - Virtual Visit	100% after $45 copayment	N/A
	• Behavioral Health and Substance Abuse - Virtual Visit	100%	N/A
	• Urgently Needed Care - Virtual Visit	100%	N/A
Other Benefits	• Dental Services (Routine) - DEN947	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year.	•100% for bitewing x-rays up to 1 set(s) per year. •100% for amalgam filling, oral evaluation, prophylaxis (cleaning) up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Hearing Services (Routine) - HER003	•100% for routine hearing exams up to 1 per year.	•100% for routine hearing exams up to 1 per year. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• OTC Drugs and Supplies - OTC250 CenterWell	•$75 maximum benefit coverage amount per quarter (3 months) for select over-the-counter health and wellness products. •Unused amount expires at the end of the quarter.	•5% for select over-the-counter health and wellness products. Member is required to pay the full cost at the time of service when utilizing an out-of-network provider. •To receive reimbursement from Humana for eligible items/services, the member must submit required documentation. Reimbursement will be limited to up to 5% of the allowed amount on eligible items/services. •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.
	• Vision Services (Routine) - VIS263 EyeMed	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames).	•100% after $40 copayment for routine exam (includes refraction) up to 1 per year. •$135 combined maximum benefit coverage amount per year for routine exam (includes refraction). •$100 combined maximum benefit coverage amount per year for contact lenses, eyeglasses (lenses and frames), including lens options such as ultraviolet protection and scratch resistant coating, fitting for eyeglasses (lenses and frames). •Benefits received out-of-network are subject to any in-network benefit maximums, limitations, and/or exclusions.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.		
Extra Benefits (MSB)	• SilverSneakers®	Access to fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations.
	• Wellness Coaching	Wellness Coaching for health improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	Wellness Coaching program that provides one-on-one ongoing comprehensive tobacco and vaping cessation support to assist in quitting smoking.
	• Post-Discharge Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are eligible for nutritious meals delivered to their door at no cost.
	• Post-Discharge Transportation Services	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members are provided transportation to plan approved locations by rideshare services, car, van or wheelchair accessible vehicle at no cost.
	• Post-Discharge Personal Home Care	After a member's overnight inpatient stay in a hospital or skilled nursing facility, members may receive assistance performing activities of daily living (ADLs) within the home an instrumental Activities of Daily living related to personal care. Types of assistance include bathing, dressing, toileting, walking, eating and preparing meals.
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	Uniform Flexibility Virtual Cardiac Recovery provides cardiac recovery services through telehealth. Eligible members participate remotely while being supervised virtually by a physician or other qualified health care professional.
	• Transportation (Uniformity Flexibility)	Uniform Flexibility Non-Emergency transportation offers unlimited one-way trips to health-related, plan-approved locations per calendar year for members who are diagnosed with Chronic Kidney Disease (CKD), End Stage Renal Disease (ESRD), or Cancer.
Care Management	• Clinical Programs/Disease Management **(3)** *- Humana's Care Management* *- Behavioral Healthcare Coordination and Consultation* *- Medication Therapy Management* *- Health Coaching* *- Transplant Management*	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.
(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.
(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

Go365® by Humana is included in this plan
A wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help your members establish and maintain a healthy lifestyle. As your members achieve manageable health goals, Go365 keeps them engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, your members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

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HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 412 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/254	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/254	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/254	$0	100%	100%	N/A	$0	$141	$480	N/A	$0	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/254	$0	100%	100%	N/A	$0	$131	$470	N/A	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $500, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Part D benefit parameters, regulated by the Centers for Medicare and Medicaid Services (CMS), can impact Part D benefits on an annual basis. The formulary and pharmacy network may change at any time. The member will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

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HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 413 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/082	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/082	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/082	$0	100%	100%	N/A	$0	$141	$480	N/A	$0	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/082	$0	100%	100%	N/A	$0	$131	$470	N/A	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $100, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Part D benefit parameters, regulated by the Centers for Medicare and Medicaid Services (CMS), can impact Part D benefits on an annual basis. The formulary and pharmacy network may change at any time. The member will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

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HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 414 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/085	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/085	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/085	$0	100%	100%	N/A	$0	$141	$480	N/A	$0	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/085	$0	100%	100%	N/A	$0	$131	$470	N/A	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $200, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Part D benefit parameters, regulated by the Centers for Medicare and Medicaid Services (CMS), can impact Part D benefits on an annual basis. The formulary and pharmacy network may change at any time. The member will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

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HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 415 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/187	$0	100%	100%	100%	$0	$47	$160	30%	$0 copay	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/187	$0	100%	100%	100%	$0	$47	$160	30%	$0 copay	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/187	$0	100%	100%	N/A	$0	$141	$480	N/A	$0 copay	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/187	$0	100%	100%	N/A	$0	$131	$470	N/A	$0 copay	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $300, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Part D benefit parameters, regulated by the Centers for Medicare and Medicaid Services (CMS), can impact Part D benefits on an annual basis. The formulary and pharmacy network may change at any time. The member will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverae will prevail in all instances.

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Humana.
Group Medicare
Advantage

HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 416 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/083 079/120	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/083 079/120	$0	100%	100%	100%	$0	$47	$160	30%	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/083 079/120	$0	100%	100%	N/A	$0	$141	$480	N/A	$0	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/083 079/120	$0	100%	100%	N/A	$0	$131	$470	N/A	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $400, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

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When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

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Humana.
Group Medicare
Advantage

HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 417 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/623	$5	100%	100%	100%	$5	$45	$95	31%	$0	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/623	$5	100%	100%	100%	$5	$45	$95	31%	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
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Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/623	$15	100%	100%	N/A	$15	$135	$285	N/A	$0	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/623	$0	100%	100%	N/A	$0	$125	$275	N/A	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $100, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

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When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
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b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

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Humana.
Group Medicare
Advantage

HUMANA MEDICARE EMPLOYER Rx PLAN

2027 Rx for Standard Rx 418 - Access Only
Group Plus Formulary - PDG 2

30 day Supplies

Plan/ Option	30 day Standard Retail from $0 to Deductible (1)				30 day Standard Retail from Deductible to Catastrophic (2)				30 day Standard Retail from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/622	$7	100%	100%	100%	$7	$47	$100	27%	$0	$2,400

Plan/ Option	30 day Standard Mail Order from $0 to Deductible (1)				30 day Standard Mail Order from Deductible to Catastrophic (2)				30 day Standard Mail Order from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/622	$7	100%	100%	100%	$7	$47	$100	27%	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.
Note: Plan covered insulin products will not exceed $35 for a one-month supply no matter what cost-sharing tier it's on (even if you haven't paid your deductible).

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Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offers at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

100 day Supplies

Plan/ Option	100 day Standard Retail (4) from $0 to Deductible (1)				100 day Standard Retail (4) from Deductible to Catastrophic (2)				100 day Standard Retail (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/622	$21	100%	100%	N/A	$21	$141	$300	N/A	$0	$2,400

Plan/ Option	100 day Standard Mail Order (4) from $0 to Deductible (1)				100 day Standard Mail Order (4) from Deductible to Catastrophic (2)				100 day Standard Mail Order (4) from Catastrophic to Unlimited	Part D MOOP (3)
	Tier 1*	Tier 2	Tier 3	Tier 4	Tier 1*	Tier 2	Tier 3	Tier 4		
079/622	$0	100%	100%	N/A	$0	$131	$290	N/A	$0	$2,400

Note: Part D vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) for adults may be available at no cost.

Footnotes

1 Deductible: When a member's out-of-pocket cost reaches $500, the plan will begin contributing to drug payments. Tier 1 is excluded from the deductible.
2 Catastrophic: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
3 Part D MOOP: When a member's Part D Maximum Out-of-Pocket (MOOP) cost reaches $2,400, Humana then pays 100% of covered Part D Rx claims.
4 Retail and Mail Order: The benefit for a 100-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:
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b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price.

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HUMANA GROUP MEDICARE ADVANTAGE
OUT-OF-NETWORK BENEFIT ADDENDUM

Plan Year 01/01/2027-12/31/2027

The benefit information presented here is current as of the date of this document and pending CMS approval. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.

If the member receives covered supplemental services from a provider that is not in-network, they may be eligible for reimbursement. Reimbursement is limited to the benefit maximum and allowances described. All reimbursements are subject to verification of benefits, applicable plan rules, and review of submitted documentation. Humana reserves the right to request additional information or medical records as necessary to determine eligibility.

	Benefit	Out-of-Network Coverage Pays:	2026	2027
Supplemental Benefits	• SilverSneakers®	5% for out-of-network services received and submitted by the member.	Not Available	Available
	• Wellness Coaching	5% for out-of-network products/services received and submitted by the member.	Not Available	Available
	• Smoking Cessation (Additional)	5% for out-of-network products/services received and submitted by the member.	Not Available	Available
	• Post-Discharge Meal Program	5% for out-of-network post-discharge meals received and submitted by the member. Meals received out-of-network reduce the total number of meals allotted to the member per discharge event.	Not Available	Available
	• Post-Discharge Transportation Services	5% for out-of-network post-discharge transportation services received and submitted by the member. Services received out-of-network reduce the total number of rides allotted to the member per discharge event.	Not Available	Available
	• Post-Discharge Personal Home Care	5% for out-of-network post-discharge personal home care services received and submitted by the member. Services received out-of-network reduce the total number of services allotted to the member per discharge event.	Not Available	Available
	• Virtual Cardiac Recovery Program (Uniformity Flexibility)	5% for out-of-network services received and submitted by the member.	Not Available	Available
	• Transportation (Uniformity Flexibility)	5% for out-of-network uniform flexibility transportation services received and submitted by the member.	Not Available	Available
	• Hearing Services (Routine) (if available on plan)	5% for out-of-network products/services received and submitted by the member.	Not Available	Available
	• Personal Emergency Response System (if available on plan)	5% for out-of-network products/services received and submitted by the member.	Not Available	Available
	• Over-the-Counter Drugs CenterWell™ (if available on plan)	5% for out-of-network over-the-counter-drugs received and submitted by the member. Products received out-of-network reduce the funds allotted to the member per month/year.	Not Available	Available
	• Transportation (Routine) (if available on plan)	5% for out-of-network routine transportation services received and submitted by the member. Services received out-of-network reduce the total number of rides allotted to the member.	Not Available	Available

Humana is a Medicare Advantage PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA GROUP MEDICARE ADVANTAGE/PRESCRIPTION DRUG PLAN
VALUE ADDED SERVICES

Effective Date: 01/01/2027 - 12/31/2027

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of the member's Humana membership card. CMS does not permit discussing the below services with potential enrollees prior to enrollment.

	Benefit	Description	2026	2027
Extra Services (VAIS)	• CAM Integrative Services Discount (Tivity) - Not available in Puerto Rico	Discounts for complementary and alternative medicine services including acupuncture, chiropractic, massage, vitamins, healthy meal plans, footwear and more. Services must be received from participating designated providers.	Available	Available
	• Dental Discount (Florida GoldPlus) - Available in Florida only	Discounts on dental services. Services must be received from participating dental providers.	Available	Available
	• Dental Discount (HumanaDental) - Not available in Florida or Puerto Rico	Discounts on dental services. Services must be received from participating dental providers.	Available	Available
	• Healthy Hearing Discount (HearUSA) - Available in Florida only	Discounts on select hearing aids, accessories and hearing assistance products.	Available	Not Available
	• Hearing Discount (TruHearing) - Not available in Puerto Rico	Discounts on select hearing aids. Services must be received at participating hearing centers.	Available	Available
	• Personal Emergency Response System (Lifeline®Medical Alert Systems)	Discounts on select medical alert systems, medication dispensers and emergency response smartwatch.	Available	Available
	• Meal Delivery Discount (Mom's Meals)	Discounts on home delivered meals to help support nutritional needs.	Available	Available
	• Bill Management Service (Silver Bills)	Discount on monthly bill management services.	Available	Available
	• Dental Health (Truthbrush)	Discounts on toothbrush tracking devices that monitors dental habits and performance through the use of an app.	Available	Available
	• Vision Discount (EyeMed)	Discounts from participating providers on routine vision services such as: Exam, contact lens fitting and follow-up, lenses, frames and laser vision correction.	Available	Available
	• Travel Discount (International Medical Group)	Discounts on medical services and evacuation protection when travelling outside of the U.S.	Available	Available
	• Pet Telehealth (Petzey)	Discounts on unlimited pet telehealth visits.	Available	Available
	• Laundry Service Discount (Poplin)	Discount on select laundry services.	Available	Available
	• Total Wellbeing Discount (SWORKIT)	Discount on virtual wellbeing program.	Available	Available
	• Prescription Medication Discount	Discounts on select non-covered prescription drugs received from a network pharmacy (Quantity limits may apply).	Available	Available

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AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item:

Authorize the Human Resources Department to purchase consumable goods, awards, recognition gifts, and related supplies for the FY2027 Hays County Employee Recognition Program, in an amount not to exceed $9,367.00.
BECERRA/GRANJENO

Summary:

The Human Resources Department is proposing enhancements to the County's Employee Recognition Program beginning in FY2027. Under the proposed program, employee service awards will transition from regular Commissioners Court meetings to dedicated quarterly recognition ceremonies. This change will allow Commissioners Court to remain focused on County business while providing employees with a more meaningful opportunity to celebrate their years of service alongside coworkers, elected officials, and department leadership.
The program will also introduce quarterly Core Value Awards, recognizing employees who demonstrate Hays County's core values of Transparency, Health & Safety, Responsibility, Integrity, Vision, and Engagement. Employees will have the opportunity to nominate coworkers, with recipients selected through a standardized committee review process. Human Resources is requesting authorization to purchase food, light refreshments, awards, plaques, milestone recognition gifts, reusable event decorations, and other related supplies necessary to administer the program throughout FY2027.

The attached budget provides estimated expenditures by category. Actual expenditures may be adjusted between the identified budget categories based on program needs, participation, pricing, and availability, provided that sufficient funds remain within the approved overall program budget. Individual line-item estimates are intended for planning purposes and shall not constitute separate expenditure limits. All purchases will remain subject to applicable County purchasing policies and procedures.

The proposed program is intended to strengthen employee appreciation, promote the County's core values, and provide a consistent and meaningful approach to recognizing employee contributions and years of dedicated public service.

Fiscal Impact:

Amount Requested: $9,367.00
Line Item Number: 001-677-00.5334

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Expenses must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes, Employee Recognition Program Expense
New Revenue Y/N?: N/A
Comments: Gift Cards are a taxable fringe benefit.

Attachments

Budget

Annual Awards & Refreshments Budget

Line Item	Unit Cost	Qty per Event / Purchase	Cost per Event / Purchase	Events / Purchases per Year	Annual Budget
Deli Tray	$39.38	4	$157.52	4	$630.08
Fruit Tray	$35.98	4	$143.92	4	$575.68
Desserts	$16.67	3	$50.01	4	$200.04
Light Refreshments	$9.78	4	$39.12	4	$156.48
Awards and Plaques	$66.60	30	$1,998.00	1	$1,998.00
Wall Backdrop (Reusable)	$799.00	1	$799.00	1	$799.00
Side Backdrop (Reusable)	$399.00	1	$399.00	1	$399.00
Table Linens (Reusable)	$16.98	6	$101.88	1	$101.88
Balloon Garland Kit (Reusable)	$59.99	3	$179.97	1	$179.97
$50 Gift Card (subject to payroll tax)	$50.00	6	$300.00	4	$1,200.00
Regular milestone gifts (Keychain, Padfolio, Blanket, Tumbler, Flag & Display Box, Cutting Board, James Avery Jewelry, Engraved Pocket Knife, Watch, $250 Luggage)	Varies	Varies	Varies	Varies	$3,127.00
TOTAL ANNUAL BUDGET					**$9,367.13**

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Matthew Gonzales, Director of the Health Department

Sponsor: Commissioner Cohen

Agenda Item:

Authorize payment to the Texas Association of County and City Health Officials (TACCHO) for membership in the amount of $4,000.00, where no purchase order was obtained per the purchasing policy. **COHEN/GONZALES**

Summary:

The Hays County Health Department has been a member of the Texas Association of County and City Health Officials for the last 2 years. The department is seeking to renew their membership in the amount of $4,000.00 for October 1, 2026 — September 30, 2027. The Texas Association of City & County Health Officials (TACCHO) is the premier member organization serving both Texas local public health officials and the departments which they lead in order to enhance local public health practice in Texas with the ultimate goal of improving the health of Texans and the communities in which they live. Hays County Health Department Director Matthew Gonzales currently serves on the Executive Board as Secretary.

Fiscal Impact:

Amount Requested: $4,000.00
Line Item Number: 120-675-00.5302

Budget Office:

Source of Funds: Family Health Services Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: The purchase order was not obtained prior to services starting

Auditor's Office

G/L Account Validated Y/N?: Yes, Membership Fees and Bonds Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FY27 TACCHO Invoice - Hays

Texas Association of City & County Health Officials

Invoice #: CM 031802

BILL TO
Mattew Gonzales
Hays County Health Department
101 Thermon Drive
San Marcos, Texas 78666

DATE	PLEASE PAY	DUE DATE
09/03/2026	**$4,000.00**	10/01/2026

ACTIVITY	DESCRIPTION	AMOUNT
Membership Dues	FY 26 - 27 Large LHD	4,000.00

Thank you for your TACCHO Membership !

Together We Are Stronger !

TOTAL DUE $4,000.00

THANK YOU.

View and pay

Send payment to:
TACCHO
P.O. Box 24
Boerne, Texas 78006

sshaw@taccho.org

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Anthony Hipolito, Hays County Sheriff

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the County to accept insurance proceeds from TAC in an amount of $23,540.70 related to vehicle damages and to pay the outstanding lease obligation of $30,982.66 to Four Stars Finance and amend the budget accordingly.
INGALSBE/WOODLAND/GRANJENO

Summary:

The vehicle was damaged in an accident while responding to an emergency that resulted in the vehicle being declared a total loss. The vehicle was being leased through D&M Leasing, whom partners with Four Stars Finance to finance the leased vehicles. After receiving the insurance proceeds, the County will pay off the lease obligation with Four Stars Finance related to the totaled vehicle.

Fiscal Impact:

Amount Requested: $7,441.96 (Obligation Net of Insurance Proceeds)
Line Item Number: 001-618-00.5476

Budget Office:

Source of Funds: Insurance Proceeds/General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($23,540) - Increase Compensation for Loss 001-618-00.4680
$30,983 - Increase VehicleSettlement/Loss Charges 001-618-00.5476
($7,443) - Decrease Vehicle Lease 001-618-00.5475

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Vehicle Settlement/Loss Charges
New Revenue Y/N?: Yes, $23,540.70 in Compensation for Loss
Comments:

Attachments

Total Loss Insurance Offer
Lease Payoff Schedule

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Tanya Davis
TanyaD@county.org

May 4, 2026

TOTAL LOSS OFFER - AUTO

VIA E-MAIL TO erik.granjeno@hayscountytx.gov
Mr. Erik Granjeno
Hays County Human Resources Director
& Risk Management Pool Coordinator
712 S Stagecoach Trail Ste 1063
San Marcos, TX 78666

Re:	TAC RMP Claim #:	APD20265149-1
	Member:	Hays County
	DOL:	01/23/2026
	Vehicle:	2023 FORD EXPLORER
	VIN#:	1FM5K8AB4PGC01251

Dear Mr. Granjeno:

The Texas Association of Counties Risk Management Pool ("Pool") has reviewed the above-referenced claim. Our records show Hays County has designated you as the Pool Coordinator and as such, we are presenting this total loss offer to you. Please select the county's decision from the following options:

Total Loss Offer for 2023 FORD EXPLORER

If county would like to retain the vehicle, please check box below:

☐

Actual Cash Value	$26,040.67
Less Deductible	$(2,500.00)
Less Salvage Value	$(2,000.00)
Offer	$21,540.70

If county would like to release the vehicle, please check box below:

☒

Actual Cash Value	$26,040.67
Less Deductible	$(2,500.00)
Offer	$23,540.70

Please return this letter with the appropriate signature of the County Judge or designated member representative authorized to accept this offer on behalf of the County.

Attached you will find instructions for sending us the title for this auto; completing the Texas POA form; and returning all items to us. If you accept the total loss offer and after we receive the required forms, TAC RMP will notify the Texas Department of Transportation that this auto is a total loss when required.

This total loss offer is only for the auto and does not include any permanently attached equipment at this time. If permanently attached equipment was damaged as a result of this claim and not reported to TAC RMP, please report the damaged equipment as soon as reasonably possible for coverage evaluation.

If you have any additional or new information that we should consider, please forward it to my attention at TanyaD@county.org or call me at (512) 478-8753.

Sincerely,

Tanya Davis
Claims Examiner I
Texas Association of Counties
Risk Management Services

_____ 7/15/26

County Judge or Presiding Officer Date

Payoff

CUSTOMER NAME:	**HAYS COUNTY, TEXAS**
VIN # ("VEHICLE")	**PGC01251**
D&M DEAL #	**317214GC**
ALS LEASE #	**205-00608**
TOTAL CUSTOMER PAYOFF	**$30,982.66**
PER DIEM	**$6.34**
PAYOFF VALID THROUGH	**November 15, 2026**

MAIL PAYOFF TO:	WIRE PAYOFF TO:
D&M Leasing Commercial **ATTN: Accounting/LOCKBOX TOTAL LOSS** **1400 W 7th Street, Suite 200** **Fort Worth, TX 76102**	**D&M Leasing Commercial** **ABA# 061000104** **ACCT# 1000176815164**

Dear **HAYS COUNTY, TEXAS**

The Total Customer Payoff reflects the estimated amount to terminate the lease agreement, once terms are met, for the vehicle referenced above. Please note the Valid Through date showing when funds are due.

- **Funds received after 2:00 p.m. are subject to next-day processing.**
- **An additional daily Per Diem will be added to the Net Payoff amount for each day after the Valid Through date.**

This form also confirms your request to purchase the vehicle. Upon receipt of the payoff amount, pursuant to all terms described herein and in your Lease Agreement, we will terminate the lease and transfer ownership to the purchaser on the condition that we receive the following:

(1) the Total Customer Payoff amount in good available funds on or before the Valid Through date

(2) all required documents related to the sale of the vehicle, in form and substance, satisfactory to us (collectively, per the Master Lease Agreement).

You understand that we will not terminate the lease with respect to the Vehicle or transfer the Vehicle to you unless all of the Buyout Conditions have been satisfied.

Thank you for your valued business. We look forward to serving you with our Commercial financing or leasing services in the future.

If you have any questions or need further assistance, please feel free to contact our Servicing Department at 214-412-1630 or email us at lockbox@fourstarsfinance.com

Sincerely,
D&M Leasing Commercial

Note: the Total Customer Payoff may include other charges such as personal property tax assessed or unassessed to the account, late charges, and/or other unpaid charges assessed to the account.

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: BOUTTE/WOODLAND

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a social service grant contract between Hays County and the City of Buda Seniors Taking a Ride (STAR) Transportation Program in the amount of $21,000.00 and amend the budget accordingly.
INGALSBE/BOUTTE/WOODLAND

Summary:

Hays County and the City of Buda adopted a resolution in 2024 to support the Buda Seniors Taking a Ride Transportation Program. The program offers seniors and individuals living with disabilities rides between the City of Buda, City of Kyle, and City of San Marcos, especially within the ETJ. Two busses are operated regularly and rides are scheduled through the City Clerk. The grant contract is effective between October 1, 2026 — September 30, 2027.

Fiscal Impact:

Amount Requested: $21,000
Line Item Number: 001-895-98-343.5800

Budget Office:

Source of Funds: Tobacco Settlement Fund
Budget Amendment Required Y/N?: Yes
Comments: County to transfer funding from the Tobacco Settlement Fund to General Fund to account for the Buda Transportation Program with the rest of the social service programs.
($21,000) - Decrease Contract Services 121-752-00.5448
$21,000 - Increase Permanent Transfer General Fund 121-752-00.5901_001
($21,000) - Increase Permanent Transfer Tobacco Settlement Fund 001-000-00.4901_121
$21,000 - Increase Grant Funding 001-895-98-343.5800

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments: Social Services Contract

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Grant contract
Adopted Resolution

CONTRACT BETWEEN HAYS COUNTY AND
CITY OF BUDA SENIORS TAKING A RIDE
TRANSPORTATION PROGRAM

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between Hays County, hereinafter referred to as "County", represented by the Commissioners Court or their designee and City of Buda, Seniors Taking a Ride, Transportation Program hereinafter referred to as "Contractor" represented by Micah Grau, City Manager. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishments of the tasks hereinafter described in the proposal. Failure to comply with any item(s) of this contract can delay future quarterly payments until the item(s) of non-compliance is/are resolved.

SECTION II. CONTRACTOR PERFORMANCE

The Contractor shall work to provide Hays County residents with social services as needed in the Hays County area. These services shall include:

1. Providing transportation to seniors and individuals with disabilities within Buda city limits and the extra-territorial jurisdiction (ETJ).

SECTION III. CONTRACT PERIOD

The period for performance of this contract shall commence October 1, 2026, and shall terminate September 30, 2027.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the sum of $21,000.00. The County's financial obligation shall be paid in four quarterly installments, each of which shall be paid within thirty (30) days of the Contractor submitting the reports required by Section V of this agreement.

SECTION V. REPORTS

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution. The County is legally obligated pursuant to the Texas Constitution to accurately report the manner in which public funds are expended and the programmatic activities that took place during the period of performance. To meet this requirement, the Contractor must submit to the Hays County Auditor the following reports on the forms attached hereto and incorporated as Exhibit "A" (Revenue and Sources Funding), and must submit to the Hays County Grants Coordinator the programmatic reports required attached hereto and incorporated as Exhibit "B" (Social Services Programmatic Report) on the following dates:

February 1, 2027, for 1st quarter report (October 1 through December 31, 2026)

May 3, 2027, for 2nd quarter report (January 1 through March 31, 2027)
August 2, 2027, for 3rd quarter report (April 1 through June 30, 2027)
November 1, 2027, for 4th quarter report (July 1 through September 30, 2027)

Revenue and Sources Funding
Doug Olsen, Assistant Auditor
Hays County Auditor's Office
1901 Dutton Dr. Suite E
San Marcos, TX 78666
512-393-2288

Social Services Programmatic Report
Genevieve Kitts, Grants Coordinator
County Administrator's Office
111 E. San Antonio St. Suite 200
San Marcos, TX 78666
512-393-2209

THE CONTRACTOR IS HEREBY NOTIFIED THAT THE FAILURE TO SUBMIT BOTH THE REVENUE AND SOURCE FUNDINGREPORTS AND PROGRAMMATIC REPORTS ON THE DATES NOTED ABOVE MAY RESULT IN THE AUTOMATIC TERMINATION OF THIS CONTRACT.

SECTION VI. COUNTY MONITORING

The Contractor shall permit the County to inspect and shall make available to the County for inspection any or all pertinent records, files, information, or other written material maintained by the Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit the County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor shall subcontract for the performances specified herein only where such subcontracts and the subcontractors are expressly specified herein or with the prior written approval of the County. The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations required of the Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior written approval of the County on the Contractor's subcontracts, be construed as relieving the Contractor of the responsibility for ensuring that the performance rendered under all subcontracts is rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by the Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder may be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation or a ballot measure.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County, no employee of the Contractor, no member of the Contractor's governing board or body, no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, and regulations of the state, local, and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures that no person shall, on the ground of race, creed, color, disability, national origin, sex, political affiliation, or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

B. Nonsegregated Facilities

The Contractor certifies that all employee facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, color, or national origin, cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

C. Employment (Race, Religion, Color, Sex or National Origin)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous

places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.

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

3. The Contractor will comply with all applicable equal opportunity laws, rules, regulations, and orders.

4. The Contractor will furnish all information and reports and will permit access to its books, records, and accounts for purposes of investigation and/or audit to ascertain compliance with federal and state equal opportunity laws.

5. In the event of the Contractor's noncompliance with the equal opportunity conditions of this contract, this contract may be canceled, terminated, or suspended in whole or in part; the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

6. The Contractor will not discriminate against any employee, applicant for employment, volunteer, intern or apprentice because of an actual or perceived physical or mental disability in regard to any position for which the individual is qualified.

7. The Contractor will not discriminate against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

D. Real and Personal Property

The Contractor agrees that, as owner, lessee, assignee or managing agent of real or personal property, it will not refuse to rent, lease, sell, or otherwise deny such property to any person(s) because of race, color, religion, sex, or national origin; nor will the Contractor discriminate in the terms or privileges of the rental, lease, or sale or in the furnishing of services in connection therewith. Advertisements, solicitations, notices, statements, or circulations pertaining thereto will not limit, prefer, or discriminate on the basis of race, color, religion, sex, or national origin.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XV. LEGAL AUTHORITY

A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passes or taken giving the Contractor legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.

B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind the Contractor to all terms, performances, and provisions herein set forth.

C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. The Contractor is liable to the County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reason set aside in this contract.

SECTION XVI. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under this contract by the County audit staff, or a certified public accountant.

SECTION XVII. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide performances under this contract only within Hays County and shall service only citizens or residents of Hays County in using the funds provided by the County hereunder, except in an emergency situation wherein it is a dire necessity that a non-citizen or non-resident of Hays County, but who is at the time of service in Hays County, receive service from the Contractor, in the expenditure of funds provided hereunder, on a temporary basis.

SECTION XVIII. EARLY TERMINATION

A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty (30) days prior to the effective date of such termination. Should neither party exercise their right to terminate, this contract shall terminate in accordance with the provision of Section III.

B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.

C. In no event shall the County be liable to the Contractor or the Contractor's creditors for expenses incurred after termination date.

D. In the event that the Contractor has not exhausted the amount of money allocated to it in

Section IV at the date of termination, the Contractor shall return to the County within thirty (30) days and in the manner prescribed by the County all unexpended and uncommitted funds.

WITNESS OUR HANDS EFFECTIVE THIS 1st OF OCTOBER, 2026.

_____
Contractor Signature

_____
Type or print name

Approved and accepted on behalf of the County of Hays.

_____
Ruben Becerra
Hays County Judge

RESOLUTION #2024-R-16

A RESOLUTION OF THE CITY OF BUDA SEEKING A PARTNERSHIP WITH HAY COUNTY IN SUPPORT OF A TRANSPORTATION PROGRAM IN THE BUDA EXTERRITORIAL JURISDICTION (ETJ)

WHEREAS, a bus-sharing program is a type of ride sharing service that allows commuters to share a bus or a van for transportation, especially in urbanized areas; and

WHEREAS, using the City of Buda's Senior Transportation Program to provide bus service to a specific group of riders, such as senior residents or individuals with disabilities in the extraterritorial (ETJ) within the Buda proper, riders may pay a fare or a subsidy to the City of Buda, or the group may contract with the agency to operate the service; and

WHEREAS, some of the benefits of a bus-sharing program are:

- It can reduce traffic congestion, air pollution, and greenhouse gas emissions by decreasing the number of vehicles on the road.
- It can save money, time, and stress for the riders and drivers by sharing the cost and responsibility of driving, parking, and maintenance.
- It can increase mobility, accessibility, and social interaction for the riders and drivers by providing more transportation options, convenience, and community; and

WHEREAS, obtaining support from Hay County to assist Buda residents with their transportation needs may ease their transportation challenges; and

WHEREAS, a bus-sharing program will require coordination, cooperation, and trust among the riders, drivers, and service providers to ensure safety, reliability, and quality of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUDA:

Section 1: The facts and recitations set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2: The City of Buda, Texas, seeks and accepts support from the Hay County Commissioners to establish a bus-sharing service program for citizens in the Buda ETJ by:

- Establish clear and consistent rules, standards, and agreements for the bus-sharing program, such as eligibility, liability, payment, and cancellation policies.
- Engaging and educating the stakeholders, such as the public, the media, and the industry, about the benefits, risks, and opportunities of the bus-sharing program.
- Leveraging and integrating the existing resources, such as the Seniors Taking a Ride (STAR) vehicle fleet, the communication system, and the data platform, to enhance the bus-sharing program.

Section 3: Severability. If any clause or provision of this resolution shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the resolution, which shall continue to have full force and effect.

Section 4: Repeal. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 5: Effective Date. This resolution shall be effective upon passage by the City Council.

PASSED, APPROVED, AND ADOPTED THIS 7th day of May, 2024.

THE CITY OF BUDA, TEXAS

Lee Urbanovsky, Mayor

ATTEST:

Alicia Ramirez, City Clerk

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a thirty-six (36) month agreement between Hays County and Samsara, $15,446.40 annually, for continued access to the GPS tracking system used for county vehicles to approve the addition of new devices, and authorize a waiver to the purchasing policy of obtaining additional quotes. **INGALSBE/CRUMLEY**

Summary:

The Samsara software has been used by Facilities and Resource Management (FRM), Parks Department, and the Health Department since 2020 for GPS tracking of pool vehicles and Department fleet. Our annual renewal in the amount of $15,446.40 is due. Funding for this was approved in the FY27 operating budget. Additionally, FRM would like to request that the Director of FRM be given the authority to approve the addition of new devices to the contract on an as-needed basis.

The Commissioners Court approved the initial agreement in 2019. Samara is not under a purchasing cooperative, and as of FY 2026, Hays County has spent $50,955.65 with this vendor. Including this new contract, the total projection of spending upon full execution should be $97,294.85. If devices or new services are needed under this contract, the County only has $2705.15 remaining before a discretionary exemption would be required by the Commissioners Court.

Fiscal Impact:

Amount Requested: $15,446.40
Line Item Number:
$1,694.88 (Parks) 001-700-00.5429
$2,003.04 (Health Department) 120-675-00.5429
$5,874.24 (FRM - Facilities) 001-695-00.5429
$5,874.24 (FRM - Recycling) 001-716-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Software costs were not budgeted in the Parks or Health Department for vehicle tracking in FY27. Recommend amending the budget to reallocate funds from contingencies.
$1,695 - Increase Software Maintenance and Licensing 001-700-00.5429
($1,695) - Decrease Contingencies 001-645-00.5399
$2,004 - Increase Software Maintenance and Licensing 120-675-00.5429
($2,004) - Decrease Contract Services 120-675-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: requires a waiver of the purchasing policy for obtaining additional quotes

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Samsara Renewal Agreement

Quote #: Q-2898554

Issued Date: 10-26-2026
Expires 11-06-2026
Order Number: S-1924080

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 11-09-2026

Prepared For:
Hays County
101 Thermon Drive
Hays County,
Texas
78666

Prepared By:
Maison Kaprielian
maison.kaprielian@samsara.com

Cost Overview

License Term: 36 Months

Total License Cost over 36 Months	$46,339.20
Hardware and Accessories	Included
Shipping and Handling*	$0.00
Total Sales Tax*	$0.00
Total Contract Value[1]	$46,339.20
First Invoice[1]	$15,446.40
Recurring Invoice[2]	$15,446.40

[1]Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, Includes estimated sales tax

** If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

SAMSARA

Product Overview

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT• QTY: 23	$423.72	$9,745.56
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 9	$577.80	$5,200.20
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 2	$250.32	$500.64
Total Price:		$15,446.40

Billing Details:

Bill To:

Hays County
101 Thermon Drive
Hays County, Texas, 78666

Billing Contact:

Name: Michelle Gardner
Title: Fleet Operations Coordinator
Billing Email:
michelle.gardner@co.hays.tx.us
Phone Number: 5127491172

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara's mission is to increase the safety, efficiency, and sustainability of the operations that power the global economy. We are the pioneer of the Connected Operations Cloud, which allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations. We are pleased to offer you the Samsara products and services included in this Order Form.

What is included?

Samsara's connected operations solution includes the Products listed in this Order Form. Licenses provide all features included in the respective license, including access to the following as applicable:

- Access to the Samsara Hosted Software dashboard and as applicable mobile App features
- Samsara Software updates
- API access for integration with third party systems as applicable to your licenses
- Support and maintenance for Samsara Products as applicable
- Access to learning resources

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such

Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License, Product Updates, Data Protection Addendum, Non-Samsara Products, and Hardware Warranty. You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this

Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notice of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

SAMSARA

Date: _____

_____

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve payment to Card Services in the amount of $300.86 related to a Samsara invoice for Facilities and Recourse Management vehicle tracking software. **INGALSBE/CRUMLEY**

Summary:

An invoice in the amount of $300.86 was received from Samsara for vehicle tracking devices used by the Facilities and Resource Management (FRM) department. In order to not have a lapse in service, the invoice was paid using the FRM department credit card.

Fiscal Impact:

Amount Requested: $300.86
Line Item Number: 001-695-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments: The original agreement did not get Commissioner Court approval in May 2024. Year one and Year two were taken to court for permission to pay. This is the final invoice under that agreement.

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Samsara Receipt



Receipt from Samsara Inc.

Receipt #1315-8081

AMOUNT PAID	DATE PAID	PAYMENT METHOD
$300.86	October 28, 2026 at 1:42:01 PM PDT	- 0114

SUMMARY

Manual Payment for Invoice #310519555064525	$300.86
Amount paid	**$300.86**

If you have any questions, contact us at **support@samsara.com** or call us at **+1 415-329-6900**.

Something wrong with the email? View it in your browser.

You're receiving this email because you made a purchase at Samsara Inc., which uses Stripe to provide invoicing and payment processing.

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Karl Flocke, Director of Parks and Natural Resources

Sponsor: Commissioner Smith

Agenda Item

Authorize the Parks and Natural Resources Department to temporarily waive entry fees to Dahlstrom Preserve effective November 1st until such a time when a new payment processor is in place and ready to collect fees. **SMITH/FLOCKE**

Summary

The Parks Department is currently in the process of changing vendors for processing credit cards due to the prior vendor closing. During this transition period, they would like to waive the entrance fee for visitors to Dahlstrom Preserve.

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: BOUTTE/HIGGINS

Sponsor: Commissioner Cohen

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, FY27 Victim Assistance General Direct Services Project, Victims of Crime Act Formula Grant Program in the amount of $57,464.40.
COHEN/BOUTTE/HIGGINS

Summary:

This is the second year the grant was awarded to Hays County. The District Attorney's Office will staff one full-time Victim Assistance Coordinator position to process protective orders, provide legal advocacy, and attend one in-state training conference, Crimes Against Children. There is a 20% cash match requirement in the amount of $14,366.95.

Grant contract: 5332002
Grant period: 10/01/2026 - 09/30/2027

Fiscal Impact:

Amount Requested: $14,366.95
Line Item Number: 001-607-99-232]

Budget Office:

Source of Funds: Office of the Governor Grant/General Fund (Cash Match)
Budget Amendment Required Y/N?: Yes
Comments: Grant will need amending as a result of salary increases; the County's budget will be amended through a quarterly budget amendment after the grant amendment.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: any expenses (training, supplies, etc.) would need to follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?: N/A
Comments:

Attachments

Budget
Funding Conditions

Print This Page

Agency Name: Hays County
Grant/App: 5332002 **Start Date:** 10/1/2026 **End Date:** 9/30/2027

Project Title: Victim Assistance General Direct Services Project
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Court Advocate	full-time Victim Assistance Coordinator (vacant) to provide victim assistance services and process protective order applications. Total Salary including fringe benefits: $68,128.00 Salary: $46,348.00 Fringe benefits: $21,780.00 FICA: 2,874.00 (6.20%), Medicare: $672.00 (1.45%), Retirement: $5,863.00 (13.76%), Medical: $11,900.00, Dental: $404.88, Life: $66.00	$54,503.00	$13,625.60	$0.00	$0.00	$68,128.60	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	Name of Conference: Crimes Against Children Conference. Dates: Conference is expected to be held early August 2027, as the 2026 conference occurred 08/02/2026-08/06/2026. Specific date for August 2027 is	$2,207.80	$551.95	$0.00	$0.00	$2,759.75	0

		TBD. Location: Conference is held annually at the Sheraton Hotel. 400 Olive St, Dallas, TX 75201. Hotel: One (1) room for 4 nights at the Sheraton Hotel in downtown Dallas: approx. $325.00/night = $1,300.00. Registration fees: $895.00. Meals: $224.00 (Breakfast-$16.00/day for 4 days=$64.00, lunch-$19.00/day for 4 days=$76.00, dinner-$28.00/for 3 nights=$84.00). Transportation: $340.75 (mileage 0.725/mile @ approx. 470 miles). Employee/position attending: The Victim Assistance Coordinator. Benefit of the training to the project: To attend a 4-day training to the Crimes Against Children Conference to participate in specialized trainings including more than 500 live sessions and over 50 on-demand sessions on crimes against children and helping them heal.						
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cellular phone service to stay connected as the to-be hired VAC travels from DA's	$576.00	$144.00	$0.00	$0.00	$720.00	0

		Office to Hays Caldwell Women's Center to meet with victims that want to file protective order applications. Hays County receives the cell phone for free, but pays a $60/monthly service for 12 months: $720.00						
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Annual landline phone service for the grant-funded Victim Assistance Coordinator to communicate with victims of crime while at the DA's office. One time service fee = $129.00	$103.20	$25.80	$0.00	$0.00	$129.00	0
Supplies and Direct Operating Expenses	Specialized Computer Software ($5,000 or less per unit)	One (1) Adobe Pro Cloud License for 12 months for the Victims Assistance Coordinator to review and create documents which are necessary to assist victims. $93.00	$74.40	$19.60	$0.00	$0.00	$94.00	0

You are logged in as **User Name**: genevievek

Office of the Governor

Public Safety Office

Criminal Justice Division
Fund Specific Grant Conditions

Victims of Crime Act

FFY 2026 Award

October 2026

About This Document

In this document, grantees (also referred to as subrecipients) will find fund specific federal requirements and conditions applicable to the grant award administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

Any rights or privileges reserved or attributed to the federal awarding agency are also reserved or attributed to OOG, which may exercise them at its discretion.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at http://eGrants.Gov.Texas.Gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk at via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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Article I. General Appropriations Restrictions

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025).

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article II. Trafficking

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award).

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Article III. Civil Rights

Section 3.01 *Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38*

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice

funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Section 3.02 *Compliance with Federal Civil Rights and Nondiscrimination Laws*

The recipient and any subrecipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Section 3.03 *Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42*

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Section 3.04 *Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54*

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Section 3.05 *Discrimination Findings*

The recipient (and subrecipient) assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient (or subrecipient) of victim assistance formula funds under this award, the recipient (or subrecipient) will forward a copy of the findings to the Office for Civil Rights of OJP. NOTE: Subrecipients must also forward a copy of the finding to the PSO.

Article IV. Remedies for Non-Compliance

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient (or any subrecipient) that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient (or any subrecipient), the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient (or subrecipient) official, all assurances or certifications submitted by or on behalf of the recipient (or subrecipient) that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient (or subrecipient) and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

Article V. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Article VI. Reporting Fraud, Waste, and Abuse

Section 6.01 *Reporting potential fraud, waste, and abuse, and similar misconduct*

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Section 6.02 *Restrictions and certifications regarding non-disclosure agreements and related matters*

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

    a. it represents that--

        i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

        ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article VII. Conference Costs

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Article VIII. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient and subrecipient agrees to comply with the DOJ Grants Financial Guide.

Article IX. Suitability to Interact with Participating Minors

Determination of suitability to interact with participating minors.

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Article X. Employment Eligibility Verification

Employment eligibility verification for hiring under the award.

1. The recipient (and any subrecipient at any tier) must--
   a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
   b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—
      i. this award requirement for verification of employment eligibility, and
      ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
   c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
   d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Allowable costs -- To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any)

of actions designed to ensure compliance with this condition.

3. Rules of construction –
   a. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
   b. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
   c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
   d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
   e. Nothing in this condition, including in paragraph 3.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Article XI. Text Messaging While Driving

Encouragement of policies to ban text messaging while driving.

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XII. Reclassification of Various Statutory Provisions

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Article XIII. Training

OJP Training Guiding Principles.

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Article XIV. Procurement

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000), as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Article XV. Whistleblower Protections

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient, and subrecipient, also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Article XVI. Personally Identifiable Information

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article XVII. Lobbying

Restrictions on "lobbying".

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article XVIII. Authorization of Subawards

All subawards ("subgrants") must have specific federal authorization.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Article XIX. VOCA Requirements

The State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the

applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

1. Be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
2. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C 20110(h); and
3. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: BOUTTE/HIGGINS

Sponsor: Commissioner Cohen

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, FY27 Justice and Training Program, Violence Against Women Formula Grant in the amount of $15,874.02 and amend the budget accordingly.
COHEN/BOUTTE/HIGGINS

Summary:

The Justice and Training program accepts applications from units of local governments for projects that promote a coordinated, multidisciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking. This will be the second year of funding under this program. The District Attorney's Office will use funds to send Assistant District Attorneys and Legal Assistants in both the Family Justice and Protective Order Units to the annual Crimes Against Women and Crimes Against Children conferences. There is a 30% cash match requirement totaling $6,803.58.

Grant contract: 5336302
Grant period: 09/01/2026 - 08/31/2027

Fiscal Impact:

Amount Requested: $6,803.58
Line Item Number: 001-607-99-228.5551

Budget Office:

Source of Funds: General Fund / OOG VAWA Grant
Budget Amendment Required Y/N?: Yes
Comments: Cash Match from operating.
($6,804) - Decrease Continuing Education 001-607-00.5551
$6,804 - Increase Continuing Education 001-607-99-228.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: any expenses (training, supplies, etc.) would need to follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Budget
Funding Conditions

Print This Page

Agency Name: Hays County
Grant/App: 5336302 **Start Date:** 9/1/2026 **End Date:** 8/31/2027

Project Title: Justice and Training Program
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Travel and Training	In-State Registration Fees, Training, and/or Travel	Registration fees for Conference on Crimes Against Children 4-day training in Dallas, TX, held annually in August (August 2-6, 2026), for four Assistant District Attorneys from the Family Justice Unit to attend and participate in more than 200 workshops, case studies and hands-on computer labs focused on crimes against children. Registration fee: $895 per person x 4 =$3,580.00. Mileage allowance for the four Assistant District Attorneys to drive from Hays County area to Dallas, TX to attend the 4-day training Conference on Crimes Against Children	$5,704.14	$2,445.06	$0.00	$0.00	$8,149.20	0

		Mileage: $0.725 @ approximately 458 miles roundtrip is $ 332.05. Total for four personnel = $1,328.20. Per diem for the four ADAs as they attend the 4-day training Conference on Crimes Against Children per diem for breakfast, lunch, and dinner: Breakfast: $16.00/ day x 4 days = $64.00. Lunch: $19.00/per day x four days=$76.00. Dinner: $28.00/per day for 3 nights=$ 84.00. Total =$ 224.00/per ADAs. Four ADAs x four days and three nights total= $896.00 Hotels for four ADAs to attend the 4-day training Conference on Crimes Against Children 4 nights: $170.0/night (including 15% state and local tax) = $ 195.5/ night. Three nights/ person = $586.50. Total for 3 nights and four ADAs = $2,346.00.						
Travel and Training	In-State Registration Fees,	Registration fees for Conference on Crimes Against Women	$10,169.88	$4,358.52	$0.00	$0.00	$14,528.40	0

	Training, and/or Travel	4-day training in Dallas, TX, held typically in May (May 18-21, 2026), for four Assistant District Attorneys in the Family Justice Unit, two Assistant District Attorneys in the Protective Order Unit, and two Legal Assistants to attend and participate in more than 200 workshops, case studies and hands-on computer labs focused on crimes against women. Registration fee: $675 / individual x six ADAs and two Legal Assistants =$5,400.00. Mileage allowance for the six Assistant District Attorneys from the FJU and POU and two Legal Assistants to drive from Hays County area to Dallas, TX to attend the 4-day training Conference on Crimes Against Women Mileage: $0.725 @ approximately 458 miles roundtrip is $332.05. Total for six ADAs and 2 Legal Assistants = $2,656.4. Per						

		diem for the six Assistant ADAs in FJU and POU and two Legal Assistants as they attend the 4-day training Conference on Crimes Against Women per diem for breakfast, lunch, and dinner: Breakfast: $16.00/ day x 4 days = $64.00. Lunch: $19.00/per day for four days=$76.00. Dinner: $28.00/per day for 3 nights=$84.00 = $224.00 /per ADA x six ADAs and two Legal Assistants total = $1,792.00. Hotels for six ADAs to attend the 4-day training Conference on Crimes Against Women 3 nights: $170.0/night (including 15% state and local tax) = $195.50/ night. Three nights = $585.00 x six ADAs and two Legal Assistants = $4,680.00. Grant total= $14,528.40						

You are logged in as **User Name**: genevievek

Office of the Governor

Public Safety Office

Criminal Justice Division
Fund Specific Grant Conditions

STOP Violence Against Women Act Grant Program

FFY 2024 Award

September 2024

About This Document

In this document, grantees (also referred to as subrecipients) will find fund specific federal requirements and conditions applicable to the grant award administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

Any rights or privileges reserved or attributed to the federal awarding agency are also reserved or attributed to OOG, which may exercise them at its discretion.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at http://eGrants.Gov.Texas.Gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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Article I. Remedies for Non-Compliance

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient (or any subrecipient) that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient (or any subrecipient), the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient (or subrecipient) official, all assurances or certifications submitted by or on behalf of the recipient (or subrecipient) that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP (or PSO for subrecipients) taking appropriate action with respect to the recipient (or subrecipient) and the award. Among other things, the OJP (or PSO for subrecipients) may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

Article II. Applicability of Part 200 Uniform Requirements

The recipient and any subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process,

and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

Article III. Personally Identifiable Information

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article IV. Trafficking

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

Article V. Suitability to Interact with Participating Minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here

Article VI. Conference Costs

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

Article VII. Training

OVW Training Guiding Principles

The recipient and any subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

Article VIII. Civil Rights

Section 8.01 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Section 8.02 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and Page: 8 of 20 requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

Section 8.03 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Section 8.04 Nondiscrimination

VAWA 2013 nondiscrimination condition

The recipient and any subrecipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients and any subrecipient of OVW awards from excluding, denying benefits to, or discriminating against any

person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients and any subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient and any subrecipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

Article IX. Lobbying

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

Article X. General Appropriations Restrictions

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

Article XI. Reporting Fraud, Waste, and Abuse

Section 11.01 Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile direc

ted to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Section 11.02 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--
    a. it represents that--
        i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement

contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article XII. Whistleblower Protections

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Article XIII. Text Messaging While Driving

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XIV. General Terms and Conditions

Availability of general terms and conditions on OVW website

The recipient and any subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

Article XV. Statutory and Regulatory Requirements

Compliance with statutory and regulatory requirements

The recipient and any subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

Article XVI. Solicitation Requirements

Compliance with solicitation requirements

The recipient and any subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-and-faqs-grantees). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

Article XVII. Misuse of Award Funds

The recipient and any subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Article XVIII. Limitation of Use of Funds

Limitation on use of funds to approved activities

The recipient and any subrecipient agrees that grant funds will be used only for the purposes described in the recipient's or subrecipient's application, unless OVW (or for subrecipients the OOG) determines that any of these activities are out of scope or unallowable. The recipient or subrecipient must not undertake any work or activities that are not described in the recipient's or subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Modification (GAM), from OVW (or for subrecipients the OOG).

Article XIX. Supplanting

Non-supplantation

The recipient and any subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Article XX. Confidential Information

Confidentiality and information sharing

The recipient and any subrecipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining

documentation of compliance, such as policies and procedures for release of victim information. The recipient and any subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

Article XXI. Victim Safety

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient and any subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted or companion guide under which the application was submitted.

Article XXII. Response to Workplace-Related Incidents

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

Article XXIII. Program Income

Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income.

Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

Article XXIV. Materials and Publication Notice

Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. [see Statement of Grant Award issued by the OOG] awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Article XXV. Copyrights

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient or any subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

Article XXVI. Consultant Rates

Consultant compensation rates

The recipient and any subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified

maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

Article XXVII. Requirements for Providing Legal Assistance

The recipient (and subrecipient) agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient (and subrecipient). The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii) (I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: BOUTTE/HALL

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Judge Becerra

Agenda Item:

Authorize the acceptance of the grant award from the Texas Bar Foundation, Fall 2026 Grant, on behalf of the DWI Court, in the amount of $5,000.00, and amend the budget accordingly. **INGALSBE/BECERRA/BOUTTE/HALL**

Summary:

The DWI Court is accepting funds to cover training for the Court Administrator and Case Manager to attend the annual Texas RISE conference led by the Texas Association of Specialty Courts. Additionally, funds will cover program office supplies. Grant funds will cover 12 participants' Intensive Outpatient Treatment Program enrollment fees. There is no cash match required.

Grant period: 10/01/2026 - 09/30/2027

Fiscal Impact:

Amount Requested: None (No County Match Required)
Line Item Number: 001-612-99-229]

Budget Office:

Source of Funds: Texas Bar Foundation
Budget Amendment Required Y/N?: Yes
Comments:
$5,000 - Increase Intergovernmental Revenue 001-612-99-229.4301
$813 - Increase General Supplies 001-612-99-229.5201
$1,800 - Increase Contract Services 001-612-99-229.5448
$2,387 - Increase Continuing Education 001-612-99-229.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Training and supplies must follow the purchasing policies and guidelines.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $5,000 in Intergovernmental Revenue
Comments:

Attachments

Grant Agreement
Budget

DWI Court Training and Participant Support

Fall 2026 Grant Application

Hays County

Mr. Ruben Becerra
712 S. Stagecoach Trail
San Marcos, TX 78666

simone.corprew@hayscountytx.gov
O: 512-749-1161

Ms. Simone Corprew

101 Thermon Dr
San Marcos, TX 78666

simone.corprew@hayscountytx.gov
O: 512-749-1161

FollowUp Form Texas Bar Foundation Grant Agreement

Terms & Conditions

Grant Number

64 27

Primary Organization Name

Hays County

Project Name

Name of Project

DWI Court Training and Participant Support

Amount Awarded

$5,000.00

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE TEXAS BAR FOUNDATION AND YOUR ORGANIZATION (GRANTEE), AND THE TERMS AND CONDITIONS OF THE GRANT.

The following terms apply to your use of the Foundation's grant:*

- Grant funds will be available for a one-year period.Texas Bar Foundation grant funds may be used only in the manner stated in your application. **To vary the use, you first must request the variance and receive the Foundation's written approval, *prior to the funds being expended*.** Please contact Amy Weir at 512-480-8000 or aweir@txbf.org for instructions to request a variance.
- An agreement accepting the terms and conditions of the grant must be **submitted within 90 days of funding notification or the award will be rescinded.**
- **Grant checks must be cashed within 90 days of the award date or the award may be rescinded.**
- Any grant funds not expended for the purposes of the grant within the year beginning October 16, 2026 must be returned to the Foundation. You are required to maintain financial records for expenditures and receipts relating to this project.
- The Texas Bar Foundation reserves the property rights, copyrights and all other rights of reproduction with respect to any intellectual property for which service is provided as a condition of this grant.
- In any publication; print, electronic, or social media, if copyrighted material is used, a copy of the release must be included with your final report.

I Agree To The Above

Special Terms or Conditions

Cannot be used for student stipends.

Acceptance of Special Terms or Conditions, if any

I agree to the Special Terms or Conditions listed above.

Extension Request*

We strongly discourage extension requests. If one is needed, please contact Amy Weir at 512-480-8000 or aweir@txbf.org *at least 2 weeks before the follow-up report's due date* for instructions on how to make the request. If the extension is approved, you will be notified of the new deadline.

I agree to request an extension prior to the deadline of the follow-up report.

Press Release*

A press release regarding the grant must be sent to the media by the grant recipient.

The **press release** MUST include standard language and a list:

- The following standard language must be included: **"Since its inception in 1965, the Texas Bar Foundation has awarded more than $32 million in grants to law-related programs. Supported by members of the State Bar of Texas, the Texas Bar Foundation is the nation's largest charitably-funded bar foundation."**
- A list of the media outlets receiving the press release should be submitted to the Foundation. The Bar Foundation understands that media (newspapers, radio, etc.) may not use your release at all, or may edit your press release, but you must use the language so they have the opportunity to include it.

I agree to submit a press release and include the required language.

Social Media*

The Texas Bar Foundation requests that all grants be posted on your organization's social media platforms and that the Texas Bar Foundation be tagged on the post on Twitter and LinkedIn, if those are used by your organization.

I agree to post on social media and tag the Texas Bar Foundation on social media.

Grant Reporting*

(1) The **6-month narrative report** describes progress made toward the goals. The **Final narrative report, due at the end of 12 months**, should specify how the target community has benefited from the project, should identify obstacles and successes encountered in the project. If applicable, a copy of any printed or electronic final product should be included with the final report.

(2) A financial summary according to the line-item categories of the approved budget, which has been certified as correct by the responsible financial official of your organization must be included with your final report.

(3) Project Highlights & Client Profile with either report – Please include a short story of any special project highlights occurring during the past year, and a separate, short description of a client who was assisted by this project. This information may be used by the Texas Bar Foundation for publicity efforts, therefore, please change identifiers to protect client confidentiality.

I Agree To The Above

Noncompliance, *for any reason*, with the Texas Bar Foundation's requests regarding reports or the content of the press release could result in disapproval of future applications from your organization.

- **Grantees more than one month late in submitting the press release, media posting, or 6-month progress report *without prior approval* may not be eligible for funding for 3 grant application submission deadlines.**
- **Grantees that fail to submit a final report with financials will be ineligible to apply for another grant. Notice of this status will be sent via certified mail to the organization. A final report with financials must be submitted in order for the grantee to resume eligibility. Eligibility will resume 6 grant application submission deadlines *after submission of the final report and financials.***

Reporting Requirements*

I understand the reporting requirements and the penalities for noncompliance.

Receipt of Grant Funds*

After submitting this agreement a check will be mailed to the name and address on the grant application. The Grant Award Check will void after 90 days if not cashed. If grantee has not cashed the grant award check within 90 days of funding the Foundation may deny or withdraw the approved funding.

I understand the grant check must be cashed within 90 days.

Project Description

Please verify this description of the grant which will be used in our print materials. If any changes are needed, please contact Amy Weir aweir@txbf.org or 512-480-8000.

To support professional development, Intensive Outpatient Treatment fees, and participant engagement for the Hays County, County Court at Law No. 1, DWI Court.

*

I agree with the above project description.

Generic Communications

In order to reduce the amount of mail the Texas Bar Foundation receives that is not specifically relevant to the management of this grant, the Grantee agrees to keep the Foundation off its generic marketing, distribution, and mailing lists, including, but not limited to, annual reports, newsletters, and donor appeals.

I Agree To The Above

In serving the public interest, the Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, it is the Foundation's expectation that in the implementation of this grant you will not discriminate with respect to race, color, religion, sex, national origin, mental or physical disability, age, citizenship status, veteran's status, or sexual orientation.

If this agreement sets forth your understanding of the terms of this grant, please sign this form as soon as possible. Approximately three weeks after we receive the signed form you will receive our check for the full amount of your grant.

In all written correspondence, please use the grant number above.

Acceptance of Terms & Conditions*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

Title*

Hays County Judge

Date*

File Attachment Summary

Applicant File Uploads

No files were uploaded

Project Budget Categories	Narrative	Total Dollars
Staff Training	Annual Texas Association of Specialty Courts RISE Conference for the DWI Court staff (2), Court Administrator and Case Manager. This is a three day conference held in spring of 2027. The conference will be held in-state in Dallas, TX. Registration $325/ person x 2 staff = $650.00; Lodging $200.00/night x 2 nights x 2 staff =$800.00; Per diem ($16.00 Breakfast x 3 days =$48.00; $19.00 Lunch x 3 days = $57.00; $28 Dinner x 2 days =$ 56.00) =$161.00 x 2 staff= $322.00 total Per Diem; Mileage from San Marcos, TX to Dallas, TX to attend the TASC conference 424 miles roundtrip x 2 staff = 848 miles x $0.725/mile =$614.80	$ 2,386.80
Paper/Office Supplies	General office supplies and printing costs.	$ 813.20
Other	Costs for program participants to attend Intensive Outpatient Treatment (IOP) through Community Supervision and Corrections Department. IOP services are charged as a one time fee of $150 per participant. Funds are requested for 12 individuals for a total of $1,800.00. IOP will be used for program participants who need a more intensive program to help them maintain their sobriety as required by the program.	$ 1,800.00
Total		$ 5,000.00

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Gregg Cox, First Assistant Criminal District Attorney

Sponsor: Commissioner Smith

Agenda Item:

Ratify the acceptance of a grant award from the Texas Comptroller, FY27 Rural Law Enforcement - Prosecutors Office Grant program in the amount of $275,000.00. **SMITH/HIGGINS**

Summary:

Senate Bill (SB) 22 establishes a grant program through the Texas Comptrollers Office that will provide financial assistance to sheriff's departments, constable's offices, and district and county attorney's offices in eligible counties. Award amounts are based on population size. Under the Prosecutors Office Program, Hays County is eligible to receive $275,000.00. The Rural Law Enforcement grant program does not require jurisdictions to submit a budget outlining how funds will be spent. Jurisdictions may spend funds in any way that aligns with the eligible costs outlined in the grant agreement. The Comptroller determines that grant agreements under the Prosecutors Office program must be signed by the elected District Attorney.

Grant number #IA-0000004698
Grant period: 10/01/2026 - 09/30/2027

Fiscal Impact:

Amount Requested: None (No Match Required)
Line Item Number: 001-607-99-213]

Budget Office:

Source of Funds: Texas Comptrollers Office Funds
Budget Amendment Required Y/N?: No
Comments: Funds were budgeted during FY27 annual process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Expenses must follow the purchasing policies and guidelines.

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?:
Comments:

Attachments

Grant Agreement

Docusign Envelope ID: 3C636F12-5ACF-8063-804D-C668553983D3

DON HUFFINES
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Grant Agreement
Rural Prosecutor's Office Salary Assistance Program
Award # IA-0000004698

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and Hays Criminal District Attorney ("Grantee") located at 712 Stagecoach Trail, San Marcos, TX 78666. For purposes of this Agreement, CPA and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Recitals

Whereas, the 88th Texas Legislature (Regular Session) passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified prosecutor's offices in rural counties (the "Program");

Whereas, CPA has authority to implement and administer the Program and award grants to eligible applicants pursuant to Section 130.913 of the Local Government Code;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee timely submitted an application for a grant;

Whereas, CPA has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, CPA awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.913 of the Local Government Code. This Agreement is funded by state funds appropriated by the State Legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, CPA awards Grantee the amount of $ 275000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Part V of this Agreement

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(Authorized Uses of Grant Funds; Limitations);

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Section 130.913 of the Local Government Code; the provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D;
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant;
4. Grantee may not reduce the amount of funds provided to the prosecutor's office because of grant funds provided under this Agreement; and
5. Grant funds may only be used for the state purpose of ensuring professional legal representation of the people's interests throughout the state.

IV. Term

This Agreement is effective from the date signed by CPA ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30 2027, unless terminated earlier in accordance with other provisions of this Agreement.

V. Authorized Uses of Grant Funds; Limitations

A. **Authorized Uses.** Grant funds may only be used:

1. to increase the salary of an assistant attorney, an investigator (as defined by 34 TAC §16.300(8)), or a victim assistance coordinator (as defined by 34 TAC §16.300(15)) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

B. **Allowable Costs for Salary Increases.** For salary increases described in Section V.A.1:

1. The cost of providing a salary increase includes:
   a. the amount by which the salary increases;
   b. excluding benefits and taxes paid for overtime pay, the amount by which the legally required nonmonetary benefits and taxes for that employee increases as a result of the salary increase, including:
      i. the increase in the employer's share of payroll taxes; and
      ii. if applicable, any increase in the employer's share of retirement contributions.
2. The cost of providing a salary increase does not include:
   a. overtime pay;
   b. compensatory time pay that is paid out;
   c. longevity pay; or
   d. any legally required nonmonetary benefit that is not calculated as a percentage of salary or wages.

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3. The increase in a salary is measured based on the salary provided on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.

C. **Allowable Costs for New Employees.** For additional employees hired under Section V.A.2 of this Agreement:

1. the cost of hiring the additional employees includes:
   a. the salary; and
   b. the legally required nonmonetary benefits and taxes for that employee, including:
      i. the employer's share of payroll taxes;
      ii. if applicable, the employer's share of retirement contributions; and
      iii. if applicable, the employer's share of health insurance premiums.
2. The cost of hiring the additional employees does not include:
   a. overtime pay;
   b. compensatory time pay that is paid out; or
   c. longevity pay.
3. Determination of whether an employee is an additional employee is based on whether the position existed on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.
4. For the additional position to be eligible for salary increases funded by the Grant, it must be an eligible salary increase under Section V.A.1 of the Agreement.

D. **Salary Increase on Hourly-Wage Basis.** A person whose salary increase may be paid with grant funds under Section V.A.1 of this Agreement may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

E. **Temporary Employees.** Grantee may hire an employee with a predetermined termination date but may not use grant funds for contract labor.

F. **Administrative Costs.** Neither indirect costs nor direct administrative costs of Grantee are allowable under the Agreement.

G. **Expenditure of Grant Funds.** Subject to Section VI.D of this Agreement (Pre-award Costs), Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds in accordance with 34 TAC §16.303(d).

VI. Payment

A. **Advance Payment.** CPA shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, CPA does not waive any requirements for the reimbursement of costs. Upon CPA's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

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C. **Eligibility for Cost Reimbursement.** CPA will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

D. **Pre-award Costs.** CPA will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs are allowable under the terms of this Agreement.

E. **Return of Unspent Funds.** Grantee agrees to return to CPA any unspent grant funds upon termination or expiration of the Agreement, and Grantee will return any such funds in accordance with CPA's instructions.

VII. Reporting

Compliance Reports. Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using CPA's electronic form no later than 30 days following the expiration or termination of this Agreement. CPA may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by CPA within fourteen (14) calendar days of the request.

VIII. Termination; Remedies for Noncompliance

A. **Right to Cure and Termination for Cause.** If Grantee fails to comply with any term, condition, covenant, or certification contained in this Agreement, CPA shall give Grantee written notice of default, and Grantee shall have ten (10) calendar days from the date of such notice to cure the default. If Grantee has not cured the default to the satisfaction of CPA by the conclusion of the 10-day period, this Agreement shall terminate at the end of the 10-day period. Notwithstanding the above, CPA's right to terminate this Agreement shall be immediate, without a notice-and-cure period, as otherwise specifically set out in this Agreement.

B. **Remedies for Non-compliance**. If CPA finds that Grantee has failed to comply with any term, condition, covenant, or certification contained in this Agreement, including any requirement described in Part III, CPA may:

1. require Grantee to cure the failure to comply to the satisfaction of CPA;
2. require Grantee to return the grant funds or a portion of the grant funds;
3. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
4. disallow all or part of the cost of the activity or action that is not in compliance;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
7. exercise any other legal remedies available to CPA under this Agreement, at law, in equity, or otherwise.

C. **Termination for Convenience.** CPA may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. CPA's termination for convenience under this Section may be for any reason or no reason at all.

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IX. Indemnification

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, AND/OR ITS 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 AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. 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 CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

X. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under TxGMS. If Grantee expends more than $1,000,000 in state grant awards, including this Agreement, during its fiscal year, Grantee must complete an annual independent financial audit or program-specific audit in accordance with TxGMS. All audits must be conducted in accordance with generally accepted government auditing standards (GAGAS). Grantee's audit reporting package must be provided to CPA as specified in TxGMS. Grantee agrees that in the event of any audit findings related to state awards provided by CPA, Grantee will inform CPA within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon CPA's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Grantee understands that CPA 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 in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, 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.

C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of CPA in violation of Article III, Section 49a of the Texas Constitution. All obligations of CPA under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to CPA if such funds are not appropriated or become unavailable.

D. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with

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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. CPA further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. CPA reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to CPA custody when it is determined the records possess longer term retention value.

F. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement 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, pandemic/quarantine orders 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.

G. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

H. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

I. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

J. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement 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.

K. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

L. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

M. **Governing Law and Venue.** This Agreement is governed by and construed under and 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 this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

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XI. Certifications, Representations, and Warranties

Grantee certifies its compliance with and otherwise acknowledges the following and all provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

A. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.

B. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.

C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

E. **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, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.

F. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this Section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to CPA.

G. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

H. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

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I. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

J. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

K. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

L. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

M. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to CPA.

N. **Fraud, Waste, and Abuse.** Grantee acknowledges CPA does not tolerate any type of fraud, waste, or abuse of state resources. CPA's policy promotes consistent, legal, and ethical organizational behavior. CPA will investigate any violation of law, CPA's policies, or standards of ethical conduct, and will take appropriate actions. Grantee must immediately notify CPA of any formal allegation or finding of fraud, waste, or misuse of state funds or resources. Grantee must also inform CPA of the status of any ongoing investigation related to fraud, waste or misuse of state or federal funds or resources. Grantee must also comply with Section 321.022, Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. In connection with the commission of any fraud, waste, or abuse under this Agreement by Grantee or any subgrantee or subcontractor of Grantee, or any failure by Grantee to comply with the requirements of this Section, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification.

O. **Human Trafficking Prohibition.** Grantee certifies that it is eligible to enter this Agreement under Section 2155.0061, Texas Government Code, and acknowledges that CPA may withhold payment or terminate this Agreement immediately without further obligation to Grantee if this certification is inaccurate.

P. **Vaccine Passport Prohibition.** Grantee certifies it will comply with Section 161.0085, Texas Health and Safety Code for the term of this Agreement. Grantee certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Grantee's business. Grantee acknowledges that requiring such documentation would make Grantee ineligible for a state-funded grant. If Grantee falsely makes this certification, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification.

Q. **E-Verify Program.** Grantee certifies that it utilizes and will continue to utilize for the term of this Agreement the U.S. Department of Homeland Security's E-Verify system to the full extent allowed by law to determine the eligibility of all persons employed to perform duties within Texas and all persons

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Grantee employs or assigns to perform work pursuant to this Agreement, within the United States of America. If Grantee falsely makes this certification, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification.

R. **Immigration.** Grantee represents and warrants that it shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement. To the extent applicable, Grantee, including any branch, division, and department of Grantee, certifies that it does not and will not knowingly employ during the term of this Agreement an undocumented worker, as defined by Section 2264.001(4), Texas Government Code. If Grantee falsely makes this certification, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification.

S. **Hardening of State Government.** Grantee certifies that neither the Grantee nor any of its holding companies or subsidiaries are: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); (2) listed in Section 1260H of the 2021 NDAA; (3) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4. If Grantee falsely makes this certification, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification.

T. **DEI.** Grantee certifies that no part of its performance under this Agreement will include engaging in any discriminatory diversity, equity, and inclusion activities, defined as disparate treatment based on race, color, ethnicity, religion, age, sex, and/or national origins in the recruitment, employment, contracting, program participation, or allocation or deployment of state resources. If Grantee falsely makes this certification, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification. "Program promoting diversity, equity, and inclusion" means a program that promotes preferences based on race, color, ethnicity, religion, sex, or national origins, such as in training or hiring. Grantee shall comply with all applicable state and federal anti-discrimination laws. Grantee represents and warrants that it does not operate programs promoting diversity, equity, and inclusion that violate any applicable state and federal anti-discrimination laws.

U. **ICE Cooperation.** To the extent applicable, Grantee certifies that Grantee will comply with all federal and state laws governing cooperation with U.S. Immigration and Customs Enforcement ("ICE") including Chapters 752 and 753, Texas Government Code. Grantee also certifies that Grantee does not have and will not adopt any policy that prohibits or materially limits cooperation with ICE. If Grantee falsely makes this certification, CPA, at CPA's sole discretion, may immediately terminate the Agreement, and at no fault to CPA, with no prior notification.

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XII. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of CPA for all purposes under this Agreement and for all notices hereunder shall be:

CPA: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Hays Criminal District Attorney
712 Stagecoach Trail
San Marcos , TX 78666

Contact Person: Kelly Higgins
Criminal District Attorney
712 Stagecoach Trail
San Marcos , TX 78666
kelly.higgins@hayscountytx.gov
5123937600

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XIII. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

By: _____

Noah Betz
Deputy Comptroller

Date: _____

Grantee

By: Signed by: kelly higgins 8BF2C78CB1BD46B... _____

Kelly Higgins
Criminal District Attorney

Date: 11/4/2026 | 3:45 PM CST

Certificate Of Completion

Envelope Id: 3C636F12-5ACF-8063-804D-C668553983D3
Status: Sent
Subject: Rural Law Enforcement Grant Agreement
Source Envelope:
Document Pages: 11
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 0
Maria Avalos
AutoNav: Enabled
maria.avalos@cpa.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 18.254.32.123
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
11/4/2026 9:09:18 AM
Holder: Maria Avalos
maria.avalos@cpa.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp

Signer Events	Signature	Timestamp
Kelly Higgins kelly.higgins@hayscountytx.gov Security Level: Email, Account Authentication (None)	Signed by:  8BF207BCB18D46B... Signature Adoption: Pre-selected Style Using IP Address: 24.155.188.146	Sent: 11/4/2026 9:10:03 AM Viewed: 11/4/2026 3:44:56 PM Signed: 11/4/2026 3:45:18 PM
Electronic Record and Signature Disclosure: Accepted: 11/4/2026 3:44:56 PM ID: d4f890fb-e826-4dd2-ab62-cadb239f9603		
Noah Betz paf.betz@cpa.texas.gov Security Level: Email, Account Authentication (None)		Sent: 11/4/2026 3:45:22 PM
Electronic Record and Signature Disclosure: Accepted: 8/12/2026 2:19:08 PM ID: 29e7a168-0fb2-4dd9-ad29-c0d1b2726817		

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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2026 9:10:03 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

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AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: BOUTTE/GONZALES

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the submission of the grant application to the Alzheimer's Association, Healthy Brain Initiative Road Map Strategists Program in the amount of $50,000.00. **INGALSBE/BOUTTE/GONZALES**

Summary:

The Healthy Brain Initiative Road Map Strategists Program accepts applications from Local Health Departments for projects that support brain health, Alzheimer's and dementia symptoms, and caregiving. The grant period will begin in January 2027 and go through September 2027. The Health Department is seeking funds for the Behavioral Health Coordinator to develop a program that promotes healthy brains to prevent Alzheimer's and dementia. There is no match required.

Fiscal Impact:

Amount Requested: None (No Local Matching Funds Required)
Line Item Number: TBD

Budget Office:

Source of Funds: Grant Funds
Budget Amendment Required Y/N?: No
Comments: Budget amendment will be made upon grant award.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: If awarded, expenses must follow the appropriate policies and guidelines.

Auditor's Office

G/L Account Validated Y/N?: TBD if awarded
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Budget
NOFA
Letter of Support
Narrative

Alzheimer's Association - Healthy Brain Initiative				
Proposed Start Date:	**1/1/2027**	**Fringe Rate:**	20.00%	**Fringe Rate Cannot Exceed 30%*
Project End Date:	**9/29/2027**	**Indirect Cost Rate:**	15.00%	**An Indirect Cost Rate of 15% is permitted for this grant. If you are not taking the Indirect Cost Rate, input 0% in D3*
Organization:	**Hays County**			

BUDGET CATEGORIES *Recommend hiding (NOT DELETING) rows that are not needed. Input information into the light blue boxes only.*		*Base salary cannot exceed $225,700 federal salary cap*	**01/01/27**				**BUDGET JUSTIFICATION**
Name and Title	**Responsibilities For This Grant**	**Annualized Base Salary*****	**% Effort**	**Requested Salary**	**Requested Fringe**	**Total**	
Jane Doe, Program Manager	*Program Oversight*	*$50,000.00*	*0.5*	*25,000*	*7,500*	*32,500*	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
		$0.00	0	0	0	0	
				0	0	0	
SUBTOTAL PERSONNEL				**0**	**0**	**0**	

Travel (if applicable)							
	Item Description						
			Rate	**# of miles**		**Total Project Cost**	**BUDGET JUSTIFICATION**
Mileage			**0.76**	0		$ -	
Mileage	Regular mileage between partner events		**0.76**	100		$ 76.00	Regular miles incurred traveling between the Health Department and partner sites.
Airfaire	Airfare from Austin, TX to Chicago, IL roundtrip $425.00		**0**			$ 500.00	Airfaire for the Behavioral Health Coordinator to attend the Alzheimer's Association International Conference from Austin, TX to Chicago, IL.
Transportation	Rideshare from the airport to the event center		**0**			$ 150.00	Rideshare from the Chicago Airport to the event center for the Alzheimer's Association Annual Conference.
SUBTOTAL TRAVEL						**$ 726.00**	
OTHER DIRECT COSTS***							
MATERIALS AND SUPPLIES							
Item Description						**Total Cost**	**BUDGET JUSTIFICATION**
Community Outreach and Educational Merchandise including branded tote bads, resource magnets, journals, bookmarks, printed brochures, banners, and educational displays/signage						$ 10,000	Items will be prepared with branding and resources to distribute to partners and community members. This is to spread resources and increase program visibility.
General Supplies						$ 2,500	General supplies including printed worksheets and flyers, wiriting utensils, and implementation resources.
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
SUBTOTAL MATERIALS AND SUPPLIES						**$ 12,500.00**	

MISC*				
Item Description			**Total Cost**	**BUDGET JUSTIFICATION**
Professional Videography and Photography			$ 10,000	A photographer will prepare educational videos and photographs to present on the County website, County social media, and to share with partners. The graphics will be provided in both English and Spanish
NuroNest Partnership and Educational Sessions			$ 5,000	NuroNest is an app that takes feedback from an environment to assess obstacles or physical barriers that older adults with Alzheimer's and dementia may experience. The informational sessions will be presented to Health Department staff, healthcare professionals, caregivers, and individuals to promote environmental well-being and saftey awareness.
Conference Registration			$ 950	The cost covers the in-person registration fee for non-members. The conference will be attended by the Behavioral Health Coordinator.
5-day Lodging for Conference Attendance			$ 1,250	The Alzheimer's Association International Conference is over 5 nights and 6 days. The hotel block is anticipated to be $250/night. The Behavioral Health Coordinator is attending the AAIC conference.
Community Brain Health Workshops			$ 4,051	Professional organizations will be compensated to present education to the future Healthy Aging Committee. This can include information for resource referrals, prevention, promoting brain health, etc. The schedule will be determined following planning meetings led by the Behavioral Health Coordinator. Workshops will be scheduled as a regular series throughout the grant period for Health Department staff, healthcare professionals, caregivers, and community members. This also includes costs of materials needed to complete activities.
Survey Assessment and Evaluation			$ 4,000	Costs cover the development of a survey, data analysis, and compiling an online report through a third party. Stakeholders, Older Adults, caregivers, and healthcare professionals are the target group for feedback throughout the project.
Bilingual Translation			$ 5,000	Costs will cover a contractor to translate digital and printed outreach materials for the program to Spanish.
			$ -	
			$ -	
			$ -	
			$ -	
SUBTOTAL MISC COSTS			**$ 43,477**	
TOTAL DIRECT COSTS			**$ 43,477**	
INDIRECT COSTS	**Base**	**Rate**	**$ 6,522**	
TOTAL COSTS			**$ 49,999**	

ALZHEIMER'S ASSOCIATION® | REQUEST FOR APPLICATIONS

Healthy Brain Initiative Road Map Strategist Program: January - September 2027

Purpose: The Healthy Brain Initiative (HBI) Road Map Strategist Program increases the capacity of local health departments (LHDs) and their community partners to address dementia.

Up to eight (8) local health departments will receive direct funding, education, and technical assistance to designate a part-time HBI Road Map Strategist to advance population health approaches related to dementia. The HBI Road Map Strategist will receive education, and technical assistance that enables them to:

- Develop their expertise in Alzheimer's and dementia from a life course perspective;
- Develop their understanding of social determinants of health;
- Assess local needs and strengths by identifying community partners, local data and existing resources to inform their work throughout the HBI Road Map Strategist Program;
- Educate health department staff; and
- Provide local leadership to integrate brain health, dementia and caregiving into organizational and community-based activities for sustained action, informed by the *HBI State and Local Road Map for Public Health, 2023 - 2027*.

Eligibility: This funding opportunity is open for local health departments only.

Applicants must designate an existing specific senior or mid-career employee with public health knowledge to actively participate in the HBI Road Map Strategist Program. LHDs that have previously completed the HBI Road Map Strategist Program are not eligible to apply.

Application Open: October 5, 2026
Application Due Date: November 10, 2026 at 11:59 p.m. ET
Frequently Asked Questions: An informational meeting and opportunity to ask questions was held on October 20, 2026. The recording can be found here. Additional guidance can be found in Appendix B: Frequently Asked Questions.
Notification Date: November 30, 2026

Participation Period: January 2027 through September 2027
Support Provided: $50,000 total budget

Contact: publichealth@alz.org

Overview

Over 7 million Americans today live with Alzheimer's disease or another dementia.[1] As the size of the U.S. population age 65 and older continues to increase, the number of Americans with Alzheimer's or other dementias will continue to grow. Increasingly, local health departments across the country are developing programs to address dementia in their communities.[2]

Participation in the Healthy Brain Initiative Road Map Strategist Program is an opportunity to develop and strengthen public health capacity to address dementia, establish your agency and key partners as community leaders on brain health and receive national recognition for your efforts.

Up to eight **local health departments (LHDs)** will receive funding to designate an employee to serve as the HBI Road Map Strategist. The HBI Road Map Strategist will receive virtual education and technical assistance that enable them to:

- Develop their expertise in Alzheimer's and dementia from a life course perspective;
- Develop their understanding of social determinants of health;
- Assess local needs and strengths by identifying community partners, local data and existing resources to inform their work throughout the HBI Road Map Strategist Program;
- Educate health department staff; and
- Provide local leadership to integrate brain health, dementia and caregiving into organizational and community-based activities for sustained action, informed by the *HBI State and Local Road Map for Public Health, 2023 - 2027.*

LHDs will select a single key focus area for their work from the following options: Risk Reduction, Early Detection and Diagnosis, Dementia Caregiving.

Road Map Strategists will be provided with education, technical assistance, and tools. Their agency will receive up to $50,000 over the period from January through September 2027 to support program activities including staff time. See Financial Support and Funding below for complete details and instructions.

[1] Alzheimer's Association. 2026 Alzheimer's Disease Facts and Figures. Alzheimers Dement 2026;22. https://doi.org/10.1002/alz.71345.

[2] Alzheimer's Association. State overview. September 2026. https://www.alz.org/professionals/public-health/state-overview.

Financial Support and Funding

The program provides funding of up to $50,000 over the period from January through September 2027 to support program activities including staff time.

Disbursement schedule:

- 20% ($10,000 advance) issued upon full execution of the contract.
- Remaining 80% ($40,000) disbursed upon receipt of quarterly invoices with a progress report noting progress on deliverables (March, June, and September). Applicants are required to provide a proposed budget and brief budget justification. The total project budget for an application submitted in response to this RFA may not exceed $50,000, and no continuation costs will be awarded. Proposed budgets are scored as part of the overall application review, though revisions may be required if selected for participation. The required budget template is provided.

Allowable Expenses

Local health departments may budget for the following. If your expense does not fall into the categories listed below, it may be unallowable. Please contact publichealth@alz.org before submitting a budget with expenses outside of the categories below.

Direct Costs and Allowable Usages:

- Personnel: Underwrite personnel time and fringe benefits to cover participation in the program, including education, technical assistance and completion of the deliverables. All budgets should include at least 20% FTE to cover personnel.

- Travel: Convene in-person or virtual meetings; support travel costs related to completion of the deliverables.

- Materials and Supplies: Develop and produce materials or other collateral necessary to implement the proposed plan such as printing.

Indirect Costs

- Indirect costs are allowed and capped at a 15% rate for all applications. Applicants are not required to request indirect costs as part of their proposed budget.
- Indirect costs, also known as overhead or administrative costs, are expenses that cannot be directly attributed to a specific project, product, or service. Instead, these costs are incurred for the general operation and support of an organization. Indirect costs are typically shared across multiple activities or projects and are not easily identifiable with a particular cost object.

Budget Exclusions

- No direct funding may be provided to Alzheimer's Association® chapters or any other similar consumer advocacy organization with a primary focus on Alzheimer's or other dementias.
- Funds may not be used for lobbying or equipment purchases.
- Funds may not be used to purchase food, meals, catering, or refreshments.
- Per HHS requirements, funds awarded under this RFA are also prohibited from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (currently $225,700).

Role of the Alzheimer's Association Chapter

Applicants must include a letter from their local Alzheimer's Association chapter indicating their commitment to being a partner. Additional partners are encouraged but not required.

Timeline

Application Selection and Notification: By November 30, 2026.

Period of Participation: January 2027 – September 2027. There will be unfunded opportunities to remain involved after the budget period through an alumni program.

Application Submission Instructions

By 11:59 p.m. ET on November 10, 2026, upload a single PDF that contains the application narrative, budget and all required appendices via the Alzheimer's Association's Submittable webpage.

Application Submission Requirements

Application Narrative Outline (Total 50 points)

Application narrative sections A-D should be a maximum of eight pages. The proposed budget using the required template should immediately follow. Please use double-spaced pages with 11-point type and with 1-inch margins and adhere to the below outline.

A. Contact for the Application

- Name, title, agency division/unit, telephone, and e-mail.

B. Strategist's Statement of Purpose *(16 points)*

- Goal for participating in the HBI Road Map Strategist Program;
- High-level overview of need for public health action on Alzheimer's and other dementias in [city/county/region];
- Select a single focus area for their work from the following options: Risk Reduction, Early Detection and Diagnosis, Dementia Caregiving;
- Prioritization of health equity in this program including attention to social determinants of health.

C. Department Capacity *(15 points)*

- Overview of either:
  - Current efforts to weave HBI priorities into existing local health department initiatives, or
  - Opportunities to weave brain health, dementia, or caregiving into local health department efforts;
- Organizational capacity to:
  - Build community partnerships to advance public health efforts on Alzheimer's and dementia by describing existing and potential collaborations;
  - Sustain program or organizational efforts as a result of this opportunity; and
- Commitment to actively participate in and complete the Road Map Strategist Program.
- Capacity to serve as the fiscal and/or administrative lead.

D. Road Map Strategist *(8 points)*

- Designation of at least 20% FTE of a specific senior or mid-career public health staff person to actively participate in the Road Map Strategist Program with the local health department.
- Brief rationale for selecting this individual, including prior system change experience and other qualifications. A competitive application will designate a professional who is:
  - Knowledgeable of population health strategies;
  - Experienced with planning and implementing system-level changes;
  - Adept at growing collaborative cross-departmental and community partnerships;
  - Able to develop and implement action plans and monitor progress;
  - Skilled using data and persuasive communications to cultivate support for change.
- Certificate of completion demonstrating successful completion of the Alzheimer's Association Public Health and Dementia Curriculum modules (Public Health and Dementia — Part 1: Understanding the Public Health Impact of Dementia and Part 2: Implementing Public Health Strategies for Dementia). Certificates do not count toward the eight-page application limit.

E. Proposed Budget (7 points)

- The total project period for an application submitted in response to this RFA may not exceed a 9-month total budget of up to $50,000 and no continuation costs will be awarded. Applicants are required to provide a proposed budget with a brief justification in the space provided in the required template. Download the template to make edits. See Financial Support and Funding above for complete details and instructions, including allowable expenses.

Appendices to Include in the Single PDF for the Application *(4 points)*

The page limit does not apply to this section.

A. **Local Health Department Statement of Commitment**
   Applicant organization must have a written commitment signed by a local health official or official health department surrogate assuring high-level institutional commitment to:
   i. Serve as the primary worksite for the Strategist, including by providing workspace;
   ii. Actively support the Road Map Strategist as a systems change agent and subject matter expert (for example, providing access, making introductions, providing information, supporting data analyses);
   iii. Select relevant Road Map actions for the LHD to build into an implementation plan;
   iv. Implement at least two Road Map actions; and
   v. Complete periodic evaluations to enable the Alzheimer's Association and NACCHO to improve program offerings and measure attainment of objectives.
B. **Resume or CV for the Proposed Strategist**
C. **Letter of Support from the Alzheimer's Association Chapter in the Applicant's Region**

Program Sponsors and Partners

The Alzheimer's Association is the leading worldwide voluntary health organization in Alzheimer's care, support and research. The mission of the Alzheimer's Association is to lead the way to end Alzheimer's and all other dementia — by accelerating global research, driving risk reduction and early detection, and maximizing quality care and support. The Healthy Brain Initiative helps the Association advance its mission.

The National Association of County and City Health Officials (NACCHO) is the only organization dedicated to serving every local health department (LHD) in the nation. NACCHO serves the country's more than 3,300 local health departments and supports the over 180,000 staff who work within them. NACCHO is the leader in providing cutting-edge, skill-building, professional resources and programs, and supporting effective local public health practice and systems.

Additional technical partners for the HBI Road Map Strategist Program include Emory Centers for Training and Technical Assistance (Emory Centers) and other HBI partners.

Application Review and Notification

The Alzheimer's Association and NACCHO will review all applications from eligible organizations and will notify applicants of their final status by November 30, 2026. Final selection will include consideration of obtaining a diverse set of communities with regards to geography and LHD characteristics.

Acknowledgement

The HBI Road Map Strategist Program is supported by the CDC (Centers for Disease Control and Prevention) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $3,000,000 with 100 percent funded by

CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

Appendix A: Program Deliverables and Expectations

As we enter the sixth cohort of the HBI Road Map Strategist Program, Appendix A reflects best practices and lessons learned from previous cohorts about the effort needed from each partner to facilitate successful completion of the deliverables.

Deliverable	Expectation		
	Road Map Strategist (RMS)	**Local Health Department (LHD)**	**National Sponsors (Alzheimer's Association & NACCHO)**
Conduct a Landscape Assessment	• Conduct a landscape assessment with involvement from within the agency, partners, and persons affected by dementia; and submit a written overview of the assessment to the Alzheimer's Association • Review local, regional and national data • Complete a CHIM (Community Health Improvement Matrix) to categorize existing dementia-related efforts and identify linkages to existing priorities	• Support the RMS in obtaining relevant data from within the department and from other sources • Assure relevant LHD departments participate in the landscape assessment and CHIM process • Provide timely leadership involvement in prioritization	• Support linkages to Alzheimer's Association chapters • Provide group and individual technical assistance on landscape assessment and CHIM • Coordinate peer-to-peer support
Train Health Department Staff	• Plan and implement a training session for local health officials on dementia and public health within their agency and, as applicable, key community partners; and submit a written overview of the training session to the Alzheimer's Association	• Support the RMS in planning and implementing a training session for health department staff	• Provide education from subject matter experts, practitioners and people impacted by dementia • Provide the RMS with educational materials
Develop an Implementation Plan	• Engage partners in selecting at least two Road Map strategies that reflect the roles and needs of community partners • Draft and revise the implementation plan with involvement from LHD leadership and relevant	• Provide leadership input to shape the development of the implementation plan, including involvement of relevant departments	• Provide an implementation plan template • Review implementation plans • Provide relevant training and

Deliverable	Expectation		
	Road Map Strategist (RMS)	**Local Health Department (LHD)**	**National Sponsors (Alzheimer's Association & NACCHO)**
	departments, external partners and program sponsors • Begin actions outlined in the implementation plan	• Support the implementation of HBI Road Map actions • Support partnership development and sustainability • Support the RMS in connecting with relevant parties to sustain work	technical assistance during the initial implementation phase
Participate and Engage Fully	• Attendance at all monthly meetings, regular communication with program sponsors and peers, and completion of all program evaluation activities	• Support the RMS's active and full participation	• Provide monthly updates and reminders on meetings and deliverables • Review all deliverables in a timely manner • Support RMS through technical assistance

Appendix B: Frequently Asked Questions (FAQ) for the HBI Road Map Strategist Program

Eligibility, Application and Scoring

1. **What organizations are eligible to apply?**
   This funding opportunity is intended for local health departments only. Health departments who have previously participated in the Road Map Strategist Program are not eligible to apply. The sponsors will not consider incomplete applications or applications from those who do not meet the eligibility criteria (see eligibility criteria on page 1).

2. **If my organization is already receiving federal funding for dementia programming, can we apply?**
   Yes. However, components of your proposed Strategist plan should complement rather than duplicate other federally funded initiatives. Organizations that already receive related federal funds may be asked to provide additional documentation to demonstrate how their proposed activities are distinct.

3. **What support is offered to help complete the application?**
   Templates for both the local health department's letter of commitment and the budget proposal are available. Both a letter and budget must be submitted as part of the application.

4. **What budget or financial information must applicants provide?**
   A budget is a required part of the application. All applications are required to use the budget proposal template. See page 5, Section E of this announcement for full instructions.

5. **Does my organization need to already be connected with the Alzheimer's Association?**
   No, an existing relationship with a local Alzheimer's Association chapter is not required. If you need help getting connected to your local chapter, email publichealth@alz.org.

6. **How many HBI Road Map Strategists will be selected?**
   Up to eight HBI Road Map Strategists will be awarded for the 2027 cohort.

7. **Can my application identify more than one HBI Road Map Strategist?**
   No. Each application must identify a single existing employee to serve as the HBI Road Map Strategist.

8. **Can my organization submit more than one application in response to this RFA?**
   Only one application is allowed per organization.

9. **How will applications be scored?**
   All applications will first be reviewed to ensure eligibility. Each eligible application will be scored by at least 2 reviewers using a standardized scoring rubric aligned to the requirements listed in the RFA.

Strategist Program Requirements

10. **What is required of the HBI Road Map Strategist?**
    See Appendix A: Program Deliverables and Expectations.

11. **"Public health knowledge" is required for HBI Road Map Strategists. Does this mean proposed Strategists must have a degree in public health?**
    No. The Strategist does not need to have a degree or specific training in public health. Selected Strategists must demonstrate understanding of their community, population health (as compared with clinical or individual care) and should reflect this understanding in the application.

12. **Will the HBI Road Map Strategists Program be in-person or virtual?**
    All sessions are virtual. The HBI Road Map Strategist will participate in monthly virtual sessions alongside a cohort of all awarded Strategists. Additional virtual and written individual technical assistance will be provided.

13. **If a Strategist cannot attend the regular monthly meeting, will it be recorded or will someone else be able to attend for them?**
    All efforts will be made to select the times and dates of the regular monthly meetings so that all Strategists can attend each session. If a Strategist needs to miss a meeting, they should inform the program sponsors in advance to ensure they receive the necessary education, information and support.

14. **How will data collected as part of the program evaluation be used?**
    Program sponsors will collect evaluation data about the Strategist's experience through pre and post program assessments. Completion of pre and post program assessments will be required for all Road Map Strategists. All data will be protected and kept confidential. Program evaluation data will be used by the Alzheimer's Association for required grant reporting to CDC, and internally to improve the program.

Additional Information

15. **Who should I contact with further questions?**
    Email publichealth@alz.org with any additional questions.

16. **Where can I find more information?**
    Visit alz.org/HBIPrograms to view the RFA for details on the program and

application.

17. **How do I submit an application?**
    Applications must be submitted through the Alzheimer's Association's Submittable webpage. The Submittable platform requires the development of a free individual user account.

18. **Is there a possibility for an extension of this project past September 2027?**
    No – this HBI Road Map Strategist Program cohort is only available through September 2027.

19. **Could program components or funding change?**
    Components of this plan may be modified to assure the HBI Road Map Strategist Program complements and does not duplicate other CDC-funded efforts in the future that support implementation of the HBI Road Map by LHDs. Support for the HBI Road Map Strategist Program in federal fiscal year 2027 is contingent upon the availability of funds.

Healthy Brain Initiative (HBI) Road Map Strategist Program Review Committee

Date: November 3, 2025

Re: Letter of Commitment – Hays County Public Health Application

Dear Review Committee,

The Alzheimer's Association – Capital of Texas Chapter is pleased to provide this letter of commitment in support of the Hays County Public Health's application for the Healthy Brain Initiative (HBI) Road Map Strategists Program.

Hays County is among the fastest-growing counties in Central Texas, with a population that is both expanding and aging rapidly. This growth highlights the increasing need for local systems that promote brain health, reduce dementia risk, and support individuals and families affected by cognitive decline. The Alzheimer's Association recognizes Hays County Public Health's leadership in advancing health equity, fostering collaboration across sectors, and integrating chronic disease prevention and behavioral health initiatives—priorities that closely align with the HBI Road Map's focus on systems-level change.

Our organizations share a strong commitment to expanding dementia awareness, early detection, caregiver support, and workforce readiness through cross-sector collaboration. The Alzheimer's Association – Capital of Texas Chapter is committed to partnering with Hays County Public Health to advance the goals outlined in their proposal, particularly within the "Strengthen Partnerships and Policies" focus area. Together, we will:

- Support local training and education for health care providers, public health professionals, and community partners on dementia risk factors, brain health promotion, and dementia-friendly practices.
- Share educational materials and toolkits for caregivers and community members to improve understanding and access to supportive services.
- Partner on public awareness and engagement activities such as workshops, webinars, health fairs, and community forums that promote brain health and reduce stigma surrounding dementia.
- Collaborate with emergency management, social service, and public safety partners to improve community readiness and response for individuals living with cognitive decline and their caregivers.
- Contribute expertise and data to Hays County Public Health's local assessments to identify service gaps, workforce needs, and population-level disparities.

The Alzheimer's Association – Capital of Texas Chapter is deeply invested in advancing equitable, dementia-capable systems throughout Central Texas. We are confident that this partnership with Hays County Public Health will strengthen local capacity, align with the Healthy Brain Initiative State and Local Public Health Road Map 2023–2027, and result in lasting, data-driven improvements for older adults, caregivers, and the broader Hays County community.

We enthusiastically support Hays County Public Health's application and look forward to continued collaboration to make Hays County a model community for brain health promotion and dementia-friendly public health practice.

Sincerely,

Jennie Hanie
Executive Director
Alzheimer's Association – Capital of Texas Chapter
5508 Highway 290 West, Suite 206
Austin, Texas 78735

Hays County Health Department

Healthy Brain Initiative Road Map Strategist Program

A. Contact for the Application

Name: Dr. Isabella A. M. Vigil

Title: Behavioral Health Coordinator

Agency: Hays County Health Department

Division/Unit: Behavioral Health

Telephone: 512-618-1493

Email: isabella.vigil@hayscountytx.gov

B. Strategist's Statement of Purpose

The Hays County Health Department (HCHD) seeks to participate in the 2027 Healthy Brain Initiative (HBI) Road Map Strategist Program to advance a critical public health priority: ensuring that brain health, dementia risk reduction, and healthy aging become integral components of community health planning, education, and prevention. As Hays County continues to experience rapid population growth and demographic change, the need for coordinated, equitable, and sustainable approaches to brain health is increasingly urgent. Through this program, we aim to strengthen the Department's capacity to move beyond siloed educational efforts toward a comprehensive public health approach that integrates brain health into existing programs, strengthens cross-sector partnerships, informs local policies and practices, and expands opportunities for residents to take meaningful action to protect their cognitive health.

Our vision is to establish a community-informed, evidence-based framework for brain health promotion that connects public health practice, academic research, innovative technology, and trusted community organizations. Rather than developing a stand-alone initiative, we seek to embed dementia risk reduction into the systems, services, and partnerships that already serve Hays County residents. This approach will position brain health as a shared public health responsibility and establish a foundation for sustained community impact beyond the program period.

A Demonstrated Need for Public Health Action

Hays County is home to a growing and increasingly diverse population, creating both opportunities and challenges for promoting healthy aging. Nearly 12% of residents are age 65 or older, and an estimated 2,800 individuals are living with Alzheimer's disease or related dementias (Mollalo et al., 2025). These figures highlight the growing need for accessible prevention education, greater public awareness, coordinated community resources, and stronger support systems for older adults and their families.

Likewise, nearly 40% of Hays County residents identify as Hispanic or Latino, underscoring the importance of culturally and linguistically responsive public health strategies. Research has documented disparities in Alzheimer's disease burden among Hispanic populations, influenced by chronic disease prevalence, socioeconomic inequities, and barriers to timely diagnosis and care (Sheladia & Reddy, 2021). Without intentional public health intervention, existing disparities in access to preventive services, health information, and community support may further widen inequities in cognitive health outcomes.

The Hays County Community Health Assessment and Community Health Improvement Plan (2023) identify chronic disease management, food access, and health equity as significant community priorities. These concerns are directly relevant to brain health. Hypertension, diabetes, cardiovascular disease, physical inactivity, and other modifiable risk factors contribute to dementia risk, yet opportunities to address these conditions are not equally distributed across communities. For residents experiencing food insecurity, transportation limitations, financial hardship, inadequate healthcare access, or language barriers, adopting recommended preventive behaviors may be difficult even when information is available. Therefore, the HBI Road Map Strategist Program provides an opportunity to build upon existing county priorities and community partnerships to strengthen public health education, community environments, and systems that support dementia risk reduction and healthy aging.

Primary Focus Area: Risk Reduction

Hays County has selected Risk Reduction as its primary focus area, recognizing that meaningful dementia prevention begins with increasing public awareness, addressing modifiable risk factors, and creating community conditions that support lifelong cognitive health. Our proposed strategy will prioritize the integration of brain health education into existing public health initiatives, particularly those addressing chronic disease prevention, nutrition, physical activity, healthy aging, and community wellness. By connecting dementia risk reduction to familiar public health priorities, we intend to make brain health education more accessible, relevant, and actionable for residents across the lifespan. A central component of this effort will be strengthening partnerships among healthcare providers, academic institutions, community-based organizations, and agencies serving older adults and underserved populations. These collaborations will support coordinated educational campaigns, community engagement opportunities, resource navigation, and the identification of gaps in existing services. We will also explore opportunities to incorporate brain health priorities into organizational practices, community planning, and future public health initiatives, ensuring that dementia prevention is recognized as a sustained priority rather than a temporary program.

Additionally, the HCHD recognizes the value of emerging technologies and interdisciplinary research in advancing brain health education and community support. Through a proposed partnership with NuroNest, an emerging artificial intelligence-powered environmental assessment technology developed by Dr. Nadim Adi and collaborators at Texas State University, we will explore innovative opportunities to educate families about dementia-friendly environments, home safety, and aging in place. NuroNest examines environmental characteristics such as lighting, flooring, visual contrast, furniture placement, and spatial layout to identify potential hazards and suggest modifications that may improve safety and accessibility for individuals experiencing cognitive decline. Subject to the technology's readiness and community needs, educational demonstrations and community learning opportunities may introduce

residents and caregivers to practical strategies for creating safer, more supportive living environments. Although this partnership would complement our broader efforts to promote brain health across the lifespan, dementia risk reduction will remain the central focus of the proposed initiative. Incorporating innovative research and community-based education will allow Hays County to explore additional opportunities for collaboration while strengthening the connection between public health, prevention, and healthy aging.

Advancing Health Equity and Addressing Social Determinants of Health

Furthermore, health equity will serve as a guiding principle throughout the planning, implementation, and evaluation of this initiative. We recognize that brain health is shaped not only by individual behaviors and biological risk factors, but also by the social, economic, and environmental conditions in which people live, work, and age. Income, educational opportunities, housing stability, transportation, food security, healthcare availability, and language access can also influence an individual's ability to obtain preventive care, manage chronic conditions, and access reliable health information. Together, these conditions can create cumulative disadvantages that disproportionately affect communities already experiencing health inequities.

Our approach will intentionally prioritize populations facing heightened barriers to prevention and support, including Hispanic and Latino residents, rural communities, older adults with limited financial resources, and individuals and families experiencing difficulties navigating healthcare and social service systems. We will work alongside trusted community partners to develop bilingual educational materials, facilitate culturally responsive outreach, create opportunities for community listening and feedback, and deliver accessible brain health education in familiar community settings. Community perspectives will inform the development of educational strategies to ensure that information is not only scientifically accurate, but also culturally meaningful, understandable, and responsive to residents' lived experiences.

Our approach recognizes that dementia prevention is not solely an individual responsibility and prioritizes addressing the structural and systemic barriers that influence opportunities for healthy aging. By strengthening partnerships, improving access to information, and connecting residents with existing resources, Hays County will work toward a more equitable public health infrastructure in which all residents have meaningful opportunities to protect their brain health.

Building Sustainable Public Health Capacity

Participation in the HBI Road Map Strategist Program will provide the HCHD with the training, technical assistance, and strategic framework necessary to translate these priorities into measurable and sustainable public health action. Through the program, we intend to strengthen our capacity to assess community needs, establish strategic partnerships, develop and disseminate culturally responsive educational resources, engage residents in prevention efforts, and identify opportunities to incorporate brain health into existing public health policies, programs, and organizational practices. By the conclusion of the program, our goal is to establish a coordinated foundation for ongoing dementia risk reduction efforts, supported by stronger community partnerships, expanded public education, and a clearer understanding of local opportunities for systems-level improvement.

Ultimately, our goal is to establish brain health as a public health priority in Hays County, where equitable access to prevention resources, informed policies, and strong community partnerships support healthy aging. The Healthy Brain Initiative Road Map Strategist Program offers this opportunity to translate these priorities into lasting public health action that benefits current and future generations.

C. Department Capacity

Integration With Existing Public Health Initiatives

The HCHD has the organizational infrastructure, community relationships, and public health experience to advance dementia risk reduction throughout Hays County. The department's ongoing work in chronic disease prevention, behavioral health, community education, resource navigation, and cross-sector collaboration provides opportunities to incorporate brain health into programs already serving residents. Participation in the HBI Road Map Strategist Program will allow the department to build upon these efforts while developing a more coordinated and sustainable approach to dementia prevention and public health education.

The Behavioral Health Division has established relationships with healthcare systems, educational institutions, local governments, nonprofit organizations, and community-based providers. These partnerships support countywide initiatives addressing mental health, substance use prevention, health disparities, and barriers to accessing care. The department has experience convening interdisciplinary working groups, coordinating public awareness campaigns, organizing community events, and translating public health priorities into educational opportunities for residents and service providers. This experience will directly inform the department's approach to advancing brain health and dementia risk reduction.

One example of the department's capacity is Behavioral Health 360, a free, bilingual digital behavioral health resource platform launched in June 2026. Since its launch, the platform has reached more than 2,500 residents, providing access to educational materials, self-assessments, and community resources. The department has supported its implementation through public education campaigns, community demonstrations, stakeholder engagement, and partnerships with local organizations. Behavioral Health 360 offers an established avenue for expanding access to brain health education, dementia risk reduction information, and resources for individuals and families affected by cognitive decline. Its bilingual accessibility also supports the department's commitment to reaching Spanish-speaking residents and communities that may experience barriers to accessing health information.

The department regularly coordinates resource fairs, community workshops, public awareness initiatives, and collaborative planning meetings that bring together residents, practitioners, and community leaders. These activities create opportunities to engage older adults, caregivers, families, and populations who may have limited access to preventive healthcare. Brain health education can be incorporated into these established activities through culturally responsive educational materials, interactive learning opportunities, community presentations, and practical guidance on modifiable dementia risk factors. Through the HBI Road Map Strategist Program, the department will conduct a community landscape assessment to identify existing resources, service gaps, populations experiencing disparities, and opportunities for coordinated public health action. Staff education will strengthen organizational

understanding of dementia, modifiable risk factors, and the public health role in promoting cognitive health. Findings from the assessment will guide the development of an implementation plan that identifies organizational priorities, potential policy and practice improvements, and opportunities for collaboration.

Lastly, the department will select and implement at least two HBI Road Map actions, with an emphasis on dementia risk reduction, community education, and sustainable improvements to public health practice. Department leadership and community partners will be engaged throughout the planning and implementation process to ensure that selected actions are responsive to local needs and feasible within existing public health systems.

Community Partnerships and Collaborative Capacity

Community collaboration will be central to the department's proposed approach. The HCHD already has access to academic institutions, emerging health technologies, established food assistance networks, and community organizations whose expertise can inform how brain health education and dementia risk reduction are delivered locally. The department intends to bring these resources together to expand educational opportunities, identify unmet needs, and develop practical strategies that can be incorporated into existing public health services. Three proposed partnerships offer opportunities to advance this work through research, technology, nutrition education, and community engagement.

NuroNest: Dementia-Friendly Environments, Technology, and Caregiver Education

NuroNest is an emerging artificial intelligence-powered environmental assessment technology developed by Dr. Nadim Adi and collaborators at Texas State University. The technology is designed to assess indoor environments and identify modifications that may improve safety, accessibility, and independence for individuals living with dementia. Its assessment capabilities examine environmental features such as lighting, flooring, visual contrast, furniture arrangement, signage, and spatial layout to generate recommendations for creating dementia-friendly spaces. The proposed collaboration with NuroNest will introduce opportunities to connect emerging research and technology with practical community education. The department intends to explore educational workshops, demonstrations of environmental assessment technology where feasible, and opportunities for residents and caregivers to learn about home safety, environmental accessibility, and aging in place. Community feedback may also inform future educational materials and recommendations related to dementia-friendly environments.

Although dementia risk reduction will remain the initiative's primary focus, this partnership recognizes the importance of supporting residents already experiencing cognitive decline and the families who care for them. Educational activities developed through this collaboration may also inform broader conversations about accessibility, age-friendly community environments, and the role of local organizations in supporting individuals living with dementia. The department is particularly interested in exploring how innovative technologies can be introduced responsibly and equitably within public health settings, with consideration for affordability, digital literacy, accessibility, and the needs of underserved populations.

Texas State University's Translational Health Research Center

The HCHD has sustained Texas State University's Translational Health Research Center (THRC) as an valued academic partner and hopes to strengthen the research, evaluation, and planning components of this initiative. The proposed collaboration will focus on identifying community needs, examining disparities in brain health education and access to preventive services, and translating research findings into practical public health recommendations. Potential activities include supporting the community landscape assessment, reviewing demographic and health indicators, developing evaluation measures, and identifying opportunities to improve coordination among organizations serving older adults and their families.

The department is especially interested in understanding how social determinants of health, including income, educational access, transportation, language, and healthcare availability, influence opportunities for dementia risk reduction in Hays County. Research and evaluation conducted through this partnership may help identify populations that would benefit from targeted outreach and guide the development of culturally responsive educational strategies. THRC's academic expertise will also provide opportunities to examine the effectiveness of educational activities, document implementation outcomes, and develop recommendations for future public health planning. Findings may inform organizational practices, community programming, and future policy discussions related to brain health and healthy aging. This collaboration will support the department's commitment to making public health decisions informed by both research and the lived experiences of the communities it serves.

Central Texas Food Bank: Nutrition Education, Food Security, and Dementia Risk Reduction

The HCHD maintains an established relationship with the Central Texas Food Bank (CTFB) through regional food security and community health initiatives. The designated HBI Road Map Strategist currently serves on the Central Texas Food System Council and the local Coalition Collaborative Group, supporting ongoing collaboration, resource coordination, and efforts to address food insecurity and nutrition-related health disparities.

As we know, nutrition plays an important role in cognitive health, particularly through its relationship with cardiovascular health, diabetes, and dementia risk. However, food insecurity, financial constraints, and limited access to nutritious foods can create barriers to healthy aging, particularly among older adults and underserved populations. Building on this existing partnership, the department intends to integrate brain health education into food assistance programs, community outreach, and regional food system initiatives. Potential activities include bilingual educational materials, community workshops on brain-healthy nutrition, promotion of affordable and culturally relevant dietary practices, and connections to food assistance resources. Through the Strategist's involvement in regional food system planning, the department will also explore opportunities to strengthen referral pathways, inform community health practices, and advance policies that support equitable food access and dementia risk reduction. These efforts will help establish brain health as an ongoing priority within existing nutrition and food security initiatives.

Community Engagement and Organizational Sustainability

The HCHD will build upon its established relationships with healthcare providers, aging service organizations, faith-based institutions, community nonprofits, and the regional Alzheimer's Association chapter to expand brain health education and dementia risk reduction efforts. Community members and caregivers will also be engaged to identify educational priorities, address barriers to accessing resources, and ensure activities reflect the diverse needs of Hays County residents. To sustain these efforts, the department proposes developing a bilingual Brain Health and Dementia Navigation Toolkit featuring information on modifiable risk factors, healthy aging, nutrition, and local support services. Resources such as the Hays County Resource Directory which is managed by the Strategist will be incorporated into existing outreach activities, community education programs, and digital platforms, including Behavioral Health 360. The department will also explore training staff and community ambassadors to expand educational outreach and resource navigation.

Partnerships with NuroNest, Texas State University's Translational Health Research Center, and the Central Texas Food Bank will support continued collaboration, research, and community education. Findings from the landscape assessment and program evaluation will inform future organizational practices, policy recommendations, and public health planning, helping establish brain health as a sustainable priority within the department.

Program Commitment and Fiscal Capacity

The HCHD is committed to supporting the designated HBI Road Map Strategist's participation in monthly learning sessions, technical assistance, landscape assessment activities, staff education, implementation planning, and required evaluation and reporting. Department leadership will support the selection and implementation of Road Map actions, facilitate cross-departmental collaboration, and ensure program knowledge informs ongoing public health initiatives. As a county government agency, the department operates under established financial management, procurement, and administrative accountability procedures. Subject to county approval, the department will serve as the fiscal and administrative lead, overseeing expenditures, documentation, compliance, and reporting in coordination with appropriate county personnel. Its experience managing countywide public health initiatives and community partnerships provides the organizational capacity to successfully implement and sustain the proposed activities.

D. Road Map Strategist

Proposed Road Map Strategist: Dr. Isabella A. M. Vigil

Position: Behavioral Health Coordinator, Hays County Health Department

Designated Time Commitment: 20% Full-Time Equivalent (FTE), subject to departmental approval

The HCHD Department proposes Dr. Isabella A. M. Vigil, Behavioral Health Coordinator, to serve as the designated HBI Road Map Strategist. Dr. Vigil brings experience in population health initiatives, interdisciplinary collaboration, community-engaged research, strategic planning, and systems-level change. In her current role, Dr. Vigil coordinates countywide behavioral health initiatives that bring together local government, healthcare providers, educational institutions, nonprofit organizations, law

enforcement, courts, and community stakeholders. Her work focuses on prevention, public education, resource navigation, partnership development, and identifying opportunities to improve community systems. Dr. Vigil holds a Ph.D. in Educational and Community Leadership from Texas State University, with a scholarly background in community-engaged research, equity, and transformative leadership. Her academic training includes qualitative research methodologies, participatory approaches, and the examination of structural barriers affecting underserved populations. This background supports her ability to connect community experiences with research, policy, and public health practice.

Dr. Vigil has demonstrated experience developing and implementing initiatives that require cross-sector coordination and sustained stakeholder engagement. She played a leadership role in launching Behavioral Health 360, a countywide bilingual digital resource platform that expands access to behavioral health education and community resources. Her responsibilities include coordinating community outreach, facilitating demonstrations, developing educational materials, engaging organizational partners, and reviewing program data to guide implementation. She also facilitates and participates in interdisciplinary working groups focused on behavioral health needs, service coordination, prevention, and systems improvement. Her involvement in countywide initiatives, including Sequential Intercept Mapping, Point in Time (PIT) Count, behavioral health collaboration, and community resource development, demonstrates experience identifying service gaps, convening diverse stakeholders, and advancing coordinated solutions. Dr. Vigil's research background also strengthens her ability to conduct community needs assessments, analyze qualitative and quantitative information, evaluate program outcomes, and communicate findings to diverse audiences. Her experience presenting research, developing public education materials, and facilitating community conversations will support effective communication with residents, organizational partners, and county leadership.

As the designated Road Map Strategist, Dr. Vigil will coordinate the community landscape assessment, facilitate partner engagement, organize staff education, and lead development and implementation of the HBI Road Map action plan. She will also oversee progress monitoring, contribute to evaluation and reporting, and identify opportunities to integrate brain health priorities into existing Health Department initiatives. Her established relationships with community organizations, academic institutions, and local government partners will support the development of meaningful collaborations with NuroNest, Texas State University's Translational Health Research Center, the Central Texas Food Bank, and other relevant stakeholders. Dr. Vigil's combination of public health practice, community leadership, research expertise, and systems-level experience positions her to translate the Healthy Brain Initiative Road Map into practical, equitable, and sustainable action for Hays County.

Dr. Vigil proposes to dedicate at least 20% of her FTE to participation in the Road Map Strategist Program during the January through September 2027 implementation period, pending formal authorization. Through her leadership, Hays County seeks to strengthen its public health response to Alzheimer's disease and related dementias while establishing a sustainable foundation for brain health education, community partnerships, and evidence-informed practice.

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Judge Chris Johnson, County Court-At-Law #2

Sponsor: Judge Becerra

Agenda Item:

Authorize the submission of a grant application to the Texas Veterans Commission, FY28/29 Veterans Treatment Court grant program in the amount of $568,000.00. **BECERRA/BOUTTE/JOHNSON**

Summary:

The grant application that supports the operations of the Veterans Treatment Court. Funds will be used for salary/fringe for the Veterans Treatment Court Administrator, supplies, and client services. The grant will now be a 24-month period. No match is required for this grant award.

Grant period: 09/01/2027 - 08/31/2029

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-99-097]

Budget Office:

Source of Funds: Texas Veteran Commission
Budget Amendment Required Y/N?: No
Comments: Grant activity will be budgeted when/if awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: any expenses (training, supplies, etc.) would need to follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: TBD if awarded
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Application
Budget

Hays County

Veteran Treatment Court Program
Veterans Treatment Court

Unduplicated Beneficiary Target: 45

TVC ID:

Start Date: 09-01-2027
End Date: 08-31-2029

ID: R-2026-2018008332
Award Type:
Grant Officer:

Request Status

Full Application | Review | Negotiation | Active | Closed

⚠ Total Budget needs to be rounded to the nearest $1000.

Status Full Application

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B. Additional Organization Information
C. Principal Participants
D. Service Area & Beneficiaries
E. Service Description
F. Marketing and Outreach
G. Financial Information
Budget Tables
Application Package Documents

▼ B. Additional Organization Information

1. What is the organizations mission statement and when was it created or last revised?

The mission of Veterans Treatment Court is to successfully rehabilitate veterans by diverting them from thetraditional criminal justice system and provide them with the tools they need to lead a productive and law-abiding lifestyle.

This mission statement was last revised in 2024.

2. Organization's primary means of service delivery is web based or remote? No

3. Organization is based out of home office? No

4. How did your organization determine the need that this grant proposal will address? What modalities did it use to gather the data and how did it assess the information to ensure the need is present?

The Veterans Treatment Court re-evaluates the needs of participants each year based on how funds were spent in the previous year and what needs were unmet. Meetings were coordinated among Veterans Treatment court staff and county finance. The treatment court maintains a full caseload each year. The needs were determined using the U.S. Census and the TVC Needs Assessments.

5. How many grants and total funding has the organization been awarded the current calendar year? :

The Veterans Treatment Court grant from the Texas Veterans Commission is the only grant the Veterans Treatment Court receives each year. Hays County receives various grants from different agencies ranging from public health to criminal justice.

6. List the top two funding organizations/agencies, grant(s), award amount, brief discription of project.

The county has a $2 million, 5-year grant for the Assisted Outpatient Treatment Program awarded by Substance Abuse and Mental Health Services Administration. The grant funds staff positions, mental health and substance use treatment, and legal support.

The county manages 8 grants from the Department of State Health Services. Awards range from 1 to 5-year grants periods. Funds are used to cover staff positions, training, supplies, equipment, and contracts for the Health Department.

7. Is the organization currently "doing business" with any individual(s) whom is a principal stakeholder or is related to a principal stakeholder of your organization:

No

8. On average, how many veterans does the organization serve annually? : 45

▼ C. Principal Participants

(For Moderator edit Only)

Phone numbers must be formatted as XXX-XXX-XXXX

Grant Program Primary Contact*	Genevieve Kitts
Primary Contact Phone:	512-393-2209
Primary Contact Email:	genevieve.kitts@hayscountytx.gov
Executive Director Name:	Ruben Becerra
Executive Director Phone:	512-393-2205
Executive Director Email:	judge.becerra@hayscountytx.gov
Chief Financial Officer Name:	Marisol Villarreal-Alonzo
Chief Financial Officer Phone:	512-393-2253
Chief Financial Officer Email:	marisol.alonzo@hayscountytx.gov
Project Manager Name:	Gerald Ramcharan
Project Manager phone:	512-618-0474
Project Manager email:	gerald.ramcharan@hayscountytx.gov
Media / Communications Coordinator :	Natalie Frels
Email:	natalie.frels@hayscountytx.gov
Phone:	512-393-2296
PER Reporter 1:	Gerald Ramcharan
Email:	gerald.ramcharan@hayscountytx.gov
Phone:	512-618-0474
PER Reporter 2:	Genevieve Kitts
Email:	genevieve.kitts@hayscountytx.gov
Phone:	512-393-2209

▼ D. Service Area & Beneficiaries

1. Proposed Project Service Area(s)* Hays

2. Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Total Number of unduplicated clients to be served.* 45

▼ E. Service Description

1. What types of services does the organization currently provide to the community in the proposed service area?

The Hays County Veterans Treatment Court is a specialty court serving veterans in Hays and Caldwell counties. Through the program, the court provides a probation officer, substance use monitoring, substance use treatment, and mental health services for Veterans with misdemeanor offenses. This program diverts defendants from traditional legal pathways to prevent recidivism and promote individual well-being.

2. Provide a summary of the service(s) your Organization proposes to provide to clients through this grant*

Grant funding will provide services to eligible justice-involved Veterans to support rehabilitation to best prepare them for reintegration with their communities while participating in the VTC program. The grant funds will be used to staff the Veterans Treatment Court, promote professional development, and cover behavioral health treatment for Veterans. Services offered are Case Management, Substance Abuse Detection and Treatment, and one-on-one and/or group Judicial Services Supervision.

3. Does your organization have a maximum allowable amount per client, not already outlined in any Governing Document for this grant year?	No

4. Does your organization have any additional restrictions to beneficiary eligibility, not already outlined in any Governing Document for this grant year?

Each client and their information is identified by its own unique case number. Program Manager is responsible for ensuring non-duplication by excluding previous counts from reporting updates.

5. What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)*	Active Duty , National Guard, Reserves, Veteran
6. Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)*	Honorable, General Under Honorable Conditions, Other Than Honorable Conditions, Uncharacterized
7. Can beneficiaries request services over the phone?*	Yes
If yes, provide phone number for beneficiaries' to contact for application and/or client intake?* *Must be formatted as /w extension XXX-XXX-XXXX XXXX*	512-618-4520
8. Can beneficiaries request services or make an appointment online?*	No
9. Can beneficiaries apply for service in these ways?	
10. How will beneficiaries be evaluated to determine priority of service?*	Demonstrated Need
11. Once eligibility is determined, on average how many days will it take for requested services to begin?*	14
12. Must beneficiaries have an appointment with an employee/case manager to request/apply for services?	Yes
13. If a beneficiary does not provide required documents or information at the first meeting when requesting services how many days will pass until the case manager contacts the beneficiary to follow-up?	7

▼ F. Marketing and Outreach

1. Describe the organization's marketing and outreach plan. How will your organization conduct marketing to mass audiences promoting grant-funded services in the selected service area (County or Counties)?

Direct linkage with the Hays County Jail with specific info provided in orientation packets to new inmates. Literature given to local Bail Bondsman. Presentations to various veterans' organizations to bring in references to the program.

2. How many hours a week, on average, will you conduct in-person outreach within the service area with grant funding?	5

▼ G. Financial Information

1. Does your organization have the capacity to continue this project without ongoing TVC funding?	No
2. What software does your organization use to record accounting transactions and manage financial book keeping?	New World Systems - Logos by Tyler Technologies
3. How often are grant funded expenditures reconciled with the bank account statements, check register, and general ledger?	Monthly
4. Does your organization certify that there are no contingencies, outstanding liabilities or litigation that could affect your organization's financial position during the life cycle of the grant agreement?	Yes

Budget Tables

Salary & Fringe Category

Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Gerald Ramcharan	Court Administrator	$183,557.00	100%	$183,557.00
Total Fringe: $60,051.00		**Total Grant Funded Fringe:** $60,051.00		
Social Security: $4,000.00 **Medicare:** $3,661.00 **FICA:** $7,661.00	**Health:** $28,228.00 **Dental:** $810.00 **Vision:**	**Life:** $132.00 **Disability:** **Worker's Comp:**	**Unemployment:** **Retirement:** $23,220.00	**Parking:** **Phone:**
Total Salary + Fringe: $243,608.00		**Fringe % of Salary:** 32.72%		
Detail: The Veterans Treatment Court Administrator supervises program staff, collaborates with judges and treatment providers, conducts staff meetings, researches policies related to treatment and court processes, facilitates community and partner involvement, and implements case management goals.				
Total Salary				$243,608.00

Travel Category

Category	Unit Cost	# Units	# Staff	Amount Requested
Conference	$13,470.00	1	1	$13,470.00
Detail: Cost for four employees (including the VTC Assistant District Attorney, VTC Administrator, Case Manager, and VTC Judge) to attend the in-state All RISE Conference hosted by the Texas Association of Specialty Courts in spring 2028 and 2029. Exact dates TBD. https://tasctx.org/conference/ Costs include hotel, hotel parking, conference registration, and per diem for the four VTC staff. The conference will take place over three nights and four total days. Travel from San Marcos, TX estimated mileage of 500 miles roundtrip person at $0.725 by POV. Per diem rate: Breakfast $16, lunch $19, and dinner $28. The conference is open to criminal justice professionals as an avenue of networking, resources and training to create a forum for dialogue on current issues and to provide professional input in an organized manner to the Texas Legislature. Staff will travel using their privately-owned vehicle. Mileage will be tracked by the individual and submitted to the Auditor's Office for review.				
Mileage and Expenses	$3,000.00	1	1	$3,000.00
Detail: General mileage expenses at $0.725 per mile. Mileage for the VTC staff to meet with participants at court hearings and programmatic activities.				
Total				$16,470.00

Supplies Category

Category	Unit Cost	Quantity	Amount Requested
Office Supplies	$500.00	1	$500.00

Detail: Cost for office supplies for the year. This includes paper, ink, pens, pencils, stamps, and printing that are necessary for daily operations. Annual spending is estimated to be $250.			
Total			$500.00

Direct Client Services Category

Category	Unit Cost	Quantity	Amount Requested
Substance Abuse Detection/Monitoring	$20,500.00	1	$20,500.00
Detail: Costs to provide beneficiaries with substance abuse detection through urinalysis typically performed by the probation officer.			
Clinical Counseling	$270,541.00	1	$270,541.00
Detail: Mental Health Providers in both inpatient or outpatient settings that perform the initial medical evaluations for substance use or mental health disorders. Develop treatment plans and follow up with the participant throughout the program regularly and as needed. Treatment includes detox, sober living, counseling, and medication prescriptions.			
Substance Abuse Treatment	$3,500.00	1	$3,500.00
Detail: Inpatient substance use treatment for participants.			
Substance Abuse Treatment	$3,500.00	1	$3,500.00
Detail: Outpatient substance use treatment for participants.			
Total			$298,041.00

Other Direct Cost Category

Category	Unit Cost	Quantity	Amount Requested
Phone Service	$2,640.00	1	$2,640.00
Detail: Annual cell phone service costs for the Veterans Treatment Court Administrator and VTC Case Worker			
Phone Service	$360.00	1	$360.00
Detail: Landline phone service for the Veterans Treatment Court office phone. $30/month x 12 months = $360.00			
Total			$3,000.00

Total Budget: $561,619.00

▼ Application Package Documents

DOCUMENTS

Filter by Type All document types (6)

Not Applicable for Local Government.pdf
IRS-990 Form
Added by Simone Corprew at 3:27 PM on October 23, 2026

Not Applicable for Local Government.pdf
Doing Business As Letter (DBA)
Added by Simone Corprew at 3:27 PM on October 23, 2026

2025 Liability Insurance.pdf
Professional Liability or Malpractice Insurance Declaration Page
Added by Simone Corprew at 3:26 PM on October 23, 2026

IRS Letters.pdf
IRS Tax Exempt Determination Letter
Added by Simone Corprew at 3:12 PM on October 23, 2026

2026 Hays County Commissioners Court.pdf

Governing Body Members List
Added by Simone Corprew at 2:03 PM on October 23, 2026

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Veterans Mental Health (VMH) applicants submit licenses and or certifications

Texas Veteran Commission- Veteran Treatment Court
FY28 - FY29

Category	Total	
Salary and Fringe		
FY28 Veteran Treatment Court Administrator	$	123,363.00
FY29 Veteran Treatment Court Administrator	$	126,626.00
Travel		
Mileage and Expenses	$	3,000.00
All RISE Conference (1) VTC Assistant District Attorney, (1) VTC Administrator, (1) Case Manager, and (1) VTC Judge	$	13,470.00
Supplies		
General Supplies	$	500.00
Client Direct Services		
Substance Abuse Detection/Monitoring	$	20,500.00
Contracted Mental Health Providers/Counselors	$	270,541.00
Substance Abuse Treatment	$	7,000.00
Other Costs		
Phone Service	$	2,640.00
Phone Service	$	360.00
Total	$	568,000.00

AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the execution of an agreement between Axon Enterprise, Inc. and Hays County, effective 2/1/2027, for Fiscal Year 2027 Law Enforcement positions for the Sheriff's Office. **HAMMER/HIPOLITO**

Summary:

A Master Services Agreement with Axon Enterprise, Inc. is in place and covers the Law Enforcement In-Car Camera System and Body-Worn Camera-Taser Program. In the FY 2027 budget, the Sheriff's Office is approved for four new law enforcement positions, which require an Officer Safety Plan bundle. This contract will take effect on January 1, 2027, for $38,201.45, using BuyBoard #743-24, and will renew annually until October 2029 for a total contract price of 114,604.37. Funding for Axon is approved in the FY 2027 Sheriff's Office Software Maintenance & Licensing general ledger.

Fiscal Impact:

Amount Requested: $114,604.37 ($38,201.45 FY27)
Line Item Number: 001-618-00.5429

FY 2027, $38,201.45
FY 2028, $38,201.46
FY 2029, $38,201.46

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard Contract 743-24

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

AXON Q-971345-004

Axon Enterprise, Inc.

17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
(800) 978-2737

Q-971345-004 Acct: 112056

Issued	**Oct 29, 2026**
Expires	**Nov 20, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Hays County Sheriff's Office- TX

Currency: USD

CUSTOMER DETAILS

SHIP TO
Hays County Sheriff's Office- TX
1307 Uhland Rd
San Marcos, TX
78666-8217
USA

BILL TO
Hays County Sheriff's Office- TX
712 S Stagecoach Trl Ste 1071
San Marcos, TX
78666-6247
USA

SALES REPRESENTATIVE
Matt Appelbaum
Email: mappelbaum@axon.com

PRIMARY CONTACT
Yvette Faulkner
Phone: (512) 393-7890
Email: yvette.faulkner@co.hays.tx.us

QUOTE SUMMARY

Program Length	**44 Months**
Contract Start	**Feb 1, 2027**
Contract End	**Sep 30, 2030**
TOTAL CONTRACT	
Net Total	**$114,604.37**
Est. Tax	**$0.00**
Total Contract Value	**$114,604.37**

DISCOUNT SUMMARY

MSRP	**$206,638.12**
Net Price	**$114,604.37**
Total Savings	**$92,033.75**

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Jan 1, 2027	$38,201.45	$0.00	**$38,201.45**
Oct 1, 2028	$38,201.46	$0.00	**$38,201.46**
Oct 1, 2029	$38,201.46	$0.00	**$38,201.46**
Total	**$114,604.37**	**$0.00**	**$114,604.37**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
FINANCIAL TRANSACTIONS									
100841	True Up - Officer Safety Plan 10 Plus	4	16 (2/2027)	—	$44.15	$44.15	$2,825.60	$0.00	$2,825.60
80462	True Up - Fleet 3 Advanced with TAP	3	16 (2/2027)	—	$108.00	$108.00	$5,184.00	$0.00	$5,184.00
						Financial Transactions Total	$8,009.60	$0.00	$8,009.60
BODY WORN CAMERA									
HWCNAB4	Axon Body 4 Connected Hardware Bundle	4	44 (2/2027)	—	$1,049.00	$1,049.00	$4,196.00	$0.00	$4,196.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	1	44 (2/2027)	—	$1,638.90	$1,638.90	$1,638.90	$0.00	$1,638.90
						Body Worn Camera Total	$5,834.90	$0.00	$5,834.90
DIGITAL EVIDENCE MANAGEMENT									
100165	Axon Evidence - Storage - Third Party Unlimited	4	44 (2/2027)	—	$31.86	$31.86	$5,607.36	$0.00	$5,607.36
						Digital Evidence Management Total	$5,607.36	$0.00	$5,607.36
FLEET									
Fleet3A	Fleet 3 Advanced	3	44 (2/2027)	$368.20	$253.73	$253.73	$33,492.36	$0.00	$33,492.36
						Fleet Total	$33,492.36	$0.00	$33,492.36
OFFICER SAFETY PLAN									
M00050	Officer Safety Plan 10 Plus	4	44 (2/2027)	$787.46	$350.34	$350.34	$61,660.15	$0.00	$61,660.15
						Officer Safety Plan Total	$61,660.15	$0.00	$61,660.15
							SUBTOTAL	EST. TAX	TOTAL
	Total						$114,604.37	$0.00	$114,604.37

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Jan 1, 2027

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	2
70033	Axon Body - Dock Wall Mount - Bracket Assembly	2
74028	Axon Body - Mount - Wing Clip Rapidlock	5
100466	Axon Body 4 - Cable - USB-C to USB-C	5
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	4
100206	Axon Body 4 - Dock - Eight-Bay	1
100775	Axon Body 4 - Magnetic Disconnect Cable	5
103346	Axon Fleet - Ericsson R980-5GD-A+5Yr Netcloud	3
101924	Axon Fleet - Taoglas Ant - 7-in-1 4Cell 2WIFI 1GNSS Int	3
72036	Axon Fleet 3 - Standard 2 Camera Kit	3
101889	Axon Signal - Battery - CR2032 Single Pack	4
101886	Axon Signal - Signal Sensor (sensor only)	4
70112	Axon Signal Vehicle	3
20018	Axon TASER - Battery Pack - Tactical	5
100591	Axon TASER - Cleaning Kit	1
74200	Axon TASER - Dock - Six-Bay Plus Core	1
80087	Axon TASER - Target - Conductive Professional Ruggedized	1
80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
100400	Axon TASER 10 - Cartridge - Halt	40
100401	Axon TASER 10 - Cartridge - Inert	40
100399	Axon TASER 10 - Cartridge - Live	80
102186	Axon TASER 10 - Command Box	1
100390	Axon TASER 10 - Handle - Yellow Class 3R	4
100611	Axon TASER 10 - Holster - Safariland RH	4
100394	Axon TASER 10 - Magazine - Halt Training Blue	4
100396	Axon TASER 10 - Magazine - Inert Red	4
101755	Axon TASER 10 - Magazine - Live Duty Black	4
101757	Axon TASER 10 - Magazine - Live Training Purple	4
101456	Axon TASER 10 - Replacement Interposer Bucket	1
101455	Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1
100832	Axon VR - Controller - Handgun VR19H	1
100748	Axon VR - Controller - TASER 10	1
100122	Axon VR - Headset - Battery	1
101751	Axon VR - Headset - HTC Focus Vision	1
101123	Axon VR - Holster - TASER 10 Safariland Gray - LH	1
101122	Axon VR - Holster - TASER 10 Safariland Gray - RH	1

102389	Axon VR - Multi-User Room Marker	2
101294	Axon VR - Tablet	1
101300	Axon VR - Tablet Case	1
100126	Axon VR - Tactical Bag	1
100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
SOFTWARE		**QTY**
V00023	Full VR Plan	4
B00089	OSP-Unlimited Plus (No VR)	4
C00031	TASER 10 Certification Pro Plan	4
SERVICES		**QTY**
80190	Axon Evidence - Channel Services	1
73391	Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	3
100738	Axon Fleet 3 - SIM Insertion - VZW 4FF	3
100751	Axon TASER 10 - Replacement Access Program - Duty Cartridge	4
WARRANTIES		**QTY**
80464	Axon Body - TAP Warranty - Camera	4
80465	Axon Body - TAP Warranty - Multi-Bay Dock	1
80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	3
101686	Axon Signal - Ext Warranty - Signal Sensor	4
80379	Axon Signal - Ext Warranty - Signal Vehicle	3
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	5
80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
100704	Axon TASER 10 - Ext Warranty - Handle	4
101008	Axon VR - Ext Warranty - Handgun Controller	1
100197	Axon VR - Ext Warranty - Headset	1
100213	Axon VR - Ext Warranty - Tablet	1
101007	Axon VR - Ext Warranty - TASER Controller	1

ESTIMATED SHIPPING DATE: Feb 1, 2027

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

SOFTWARE		**QTY**
73447	Axon Body - License - Fusus Livestream	4
102610	Axon Community Link	4
73682	Axon Evidence - Auto Tagging License	4
80400	Axon Evidence - Fleet Vehicle License	3
73746	Axon Evidence - License - Pro	4
73478	Axon Evidence - Redaction Assistant User License	4
73683	Axon Evidence - Storage - 10GB A La Carte	40
73686	Axon Evidence - Storage - Axon Device Unlimited	4
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	6
100165	Axon Evidence - Storage - Third Party Unlimited	4
80402	Axon Fleet - Real-Time Location, Alerts & Livestream License	3

80401	Axon Fleet 3 - ALPR License - 1 Camera	3
11642	Axon Investigate - Third Party Video Support	4
73739	Axon Performance - License	4
73638	Axon Standards - License	4
101180	Axon TASER - Data Science Program	4
20248	Axon TASER - Evidence.Com License	5
20370	Axon VR - User Access - Full VR	4
SERVICES		**QTY**
101193	Axon TASER - On Demand Certification	4

ESTIMATED SHIPPING DATE: Jan 1, 2028

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

HARDWARE		**QTY**
100400	Axon TASER 10 - Cartridge - Halt	40

ESTIMATED SHIPPING DATE: Jan 1, 2029

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

HARDWARE		**QTY**
100400	Axon TASER 10 - Cartridge - Halt	30

ESTIMATED SHIPPING DATE: Jul 1, 2029

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

HARDWARE		**QTY**
73309	Axon Body - TAP Refresh 1 - Camera	4
73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	1
101009	Axon VR - TAP Refresh 1 - Handgun Controller	1
20373	Axon VR - TAP Refresh 1 - Headset	1
100210	Axon VR - TAP Refresh 1 - Tablet	1
101012	Axon VR - TAP Refresh 1 - TASER Controller	1

ESTIMATED SHIPPING DATE: Jan 1, 2030

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

HARDWARE		**QTY**
100400	Axon TASER 10 - Cartridge - Halt	30

ESTIMATED SHIPPING DATE: Sep 1, 2030

Shipping Location: **1307 Uhland Rd, San Marcos, TX, 78666-8217, USA**

HARDWARE		**QTY**
72040	Axon Fleet - TAP Refresh 1 - 2 Camera Kit	3

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Rewrite Estimates
Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing
Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing
Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature
10/29/2026

Date Signed

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a new Master Service Agreement between Hays County and Lexipol, LLC related to CorrectionsOne Academy for the Sheriff's Office. **INGALSBE/HIPOLITO/HUNT**

Summary:

On August 11, 2020, the Commissioners Court approved the Sheriff's Department to obtain CorrectionsOne Academy software through Lexipol, LLC. This software allows the Sheriff's Office to offer and utilize various trainings for their staff. Lexipol, LLC has a new contract through Sourcewell (102325-LXP) and a new Master Agreement is required.

Fiscal Impact:

Amount Requested: $14,080.00
Line Item Number: 001-618-03.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Sourcewell (102325-LXP)

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing
New Revenue Y/N?: N/A
Comments:

Attachments

Master Agreement

Q-235266

MASTER SERVICE AGREEMENT

Created Date: 11/04/2026

Initial Term Start Date: 10/01/2026

Initial Term End Date: 09/30/2027

Account Executive Information

Megan Davis
Senior Customer Success Manager
mkarsok@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Yvette Faulkner
Budget Coordinator
yvette.faulkner@hayscountytx.gov
(512) 393-7890

Hays County Sheriff's Office
Sourcewell #: 279510
1307 Uhland Rd
San Marcos, Texas 78666

This Master Service Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 102325-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Hays County Sheriff's Office		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Q-235266

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
200	CorrectionsOne Academy Annual Rate Per User	$78.22	9.997%	$1,564.00	$0.00	$14,080.00
			Discount:	$1,564.00	Subtotal:	$14,080.00

Discount:	$1,564.00
Subtotal:	$14,080.00
Tax:	
Total Due:	$14,080.00

Exhibit B
Description of Services

CorrectionsOne Academy
Training is key to improving safety and effectiveness in correctional facilities. CorrectionsOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your personnel to train when it’s convenient
- Hundreds of full-length courses and videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- A proprietary learning platform that delivers approved and accredited training
- Ability to upload and build your own content and create personalized learning plans

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and the Agency identified in the agreement or cover sheet to which these Terms are attached. Lexipol and the Agency are sometimes referred to herein as a "Party" and collectively as the "Parties." Authorized end users may access and use the Services only through the Agency's rights under this Agreement.

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by the Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the contract documents to which these Terms are attached, including the applicable agreement, cover sheet, pricing exhibit, and any incorporated exhibits or addenda.

1.4 "Custom Agreement Terms" means special contractual terms contained in the applicable cover sheet, pricing exhibit, order form, or similar transaction document. In the event of a conflict, the Custom Agreement Terms will control over these Terms, but only to the extent of the conflict and only where specifically defined as "Custom Agreement Terms."

1.5 "Initial Term" means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Online Services" means all services offered by Lexipol and its partners, affiliates, and licensors through online, internet-based platforms that require account-based access. Online Services include, without limitation, Lexipol's Policy, Training, Reports, Wellness, and Grants Management services.

1.9 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, software, multimedia, information, and other materials provided by Lexipol and/or its licensors via the Services.

1.10 "Professional Services" means those Services that are not part of Lexipol's Online Services and that require the direct professional expertise of Lexipol personnel and/or contractors, including implementation or technical support for Online Services, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts. Professional Services may also be referred to as "One-Time" Services in Lexipol's pricing sheets and service descriptions.

1.11 "Services" means all products and services, including but not limited to all Online Services, software subscriptions, content licensing, Professional Services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.12 "**Sponsor Organization**" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Termination. This Agreement is effective and enforceable when signed by Agency. It begins on the Initial Term Start Date and will continue through the Initial Term. At the end of the Initial Term, this Agreement will renew for successive one-year periods (each, a "Renewal Term") unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

NOTE: Expiration or termination of this Agreement will not relieve either Party of any obligation or liability accrued before the effective date of expiration or termination, including payment obligations, whether based on renewal or otherwise. Fees are not eligible for refund, proration, or offset in the event of termination for convenience by Agency.

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3. **Invoicing; Fees**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees incurred when paying electronically. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Lexipol's pricing sheets are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. **Terms of Service**. The following provisions govern access to and use of Lexipol's Services:

4.1 **Account Management**. Access to Lexipol's Services is personal and unique to Agency. Agency agrees it will not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.2 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes for such programs, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain a written information security program reasonably designed to protect Agency Data and appropriate to the nature of the Services and the Agency Data processed by Lexipol. Lexipol will notify Agency without undue delay after confirming any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control, as required by applicable law. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.3 **Intellectual Property; Use of Content**. Lexipol's Services and all Lexipol Content are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-exclusive, non-sublicensable, and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Except for the limited rights expressly granted in this Agreement, Lexipol and its licensors reserve all rights, title, and interest in and to the Services and Lexipol Content, and no implied licenses are granted. Lexipol Content may be incorporated into Agency's own policies and materials, but Agency may not otherwise share, upload, or distribute Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. Regarding policy content and policy manuals, Agency specifically acknowledges and agrees that, prior to use and final publication, all Agency policies and daily training bulletins (DTBs) have been individually reviewed and adopted by Agency. Agency further acknowledges and agrees that it, and not Lexipol, is considered the "policy maker" regarding each such policy and DTB.

4.4 **Restrictions on Use of Third-Party Platforms (including AI)**. Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including but not limited to policy content, training materials, wellness materials, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For Clarity, this Section does not prohibit Agency from using generally available document storage, email or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

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5. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. **Warranty.** LEXIPOL WARRANTS THAT THE SERVICES WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES DURING THE TERM AND THAT PROFESSIONAL SERVICES, IF ANY, WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. AGENCY'S SOLE AND EXCLUSIVE REMEDY, AND LEXIPOL'S ENTIRE LIABILITY, FOR A BREACH OF THE FOREGOING WARRANTIES WILL BE FOR LEXIPOL TO REPERFORM THE NONCONFORMING SERVICES OR, IF LEXIPOL CANNOT DO SO WITHIN A REASONABLE TIME, TO TERMINATE THE AFFECTED SERVICES AND REFUND THE PREPAID, UNUSED FEES FOR THE TERMINATED PORTION. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS IS," AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. **Indemnification**. Lexipol will indemnify, defend, and hold harmless Agency from and against any third-party claim to the extent alleging that the Services, as provided by Lexipol and used by Agency as permitted under this Agreement, infringe or misappropriate such third party's intellectual property rights, and will pay resulting damages, judgments, settlements approved by Lexipol, and reasonable attorneys' fees awarded by a court or included in a settlement approved by Lexipol. Lexipol will have no obligation under this Section to the extent a claim arises from (a) Agency Data, (b) modifications not made by Lexipol, (c) use of the Services in combination with items not provided by Lexipol, if the claim would have been avoided but for such combination, or (d) use of the Services other than as permitted under this Agreement. Agency must (i) promptly notify Lexipol in writing of any indemnified claim, (ii) allow Lexipol to control the defense and settlement of the claim, and (iii) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing payment obligation on Agency without Agency's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

8. **Limitation of Liability.** Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for any indirect, incidental, consequential, special, or exemplary damages, or for any lost profits, revenues, business opportunities, or goodwill. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. **General Terms.**

9.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either Party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both Parties.

9.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law; Venue**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. To the extent permitted by applicable law, the state and federal courts located in the state in which

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Agency is located will have exclusive jurisdiction over any action arising out of or relating to this Agreement, and each Party irrevocably submits to the personal jurisdiction of those courts for that purpose.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a successor in interest in connection with a merger, acquisition, consolidation, or sale of substantially all of the assigning Party's assets, provided that the assignee assumes this Agreement.

9.6 **Waiver**. Either Party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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Q-235266

LEXIPOL

Lexipol Solutions Proposal

for Hays County Sheriff's Office

Prepared for:
Lexipol LLC

Prepared by:

Megan Davis
mkarsok@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034
www.lexipol.com

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Chris Ulibarri

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of the Justice Case Access Agreement with Tyler Technologies, related to the Justice Case Access Software utilized by the District Clerk's Office. **BECERRA/ULIBARRI/HUNT**

Summary:

On December 16, 2025, the Commissioners Court approved the District Clerk's Office to obtain the Justice Case Access Software. Tyler Technologies is requesting to have the attached agreement signed to better align with their Sourcewell Contract 060624-TTI. Civil Division is reviewing and will bring final revisions to Court on November 10.

Fiscal Impact:

Amount Requested: $26,006
Line Item Number: 001-680-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Sourcewell Contract 060624-TTI.

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Draft - Justice Case Access Agreement

Justice Case Access Agreement

This Justice Case Access ("JCA") Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 2795;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/060624-tti; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Justice Case Access software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Client and Tyler agree as follows:

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SECTION A – DEFINITIONS

1. **"Agreement"** means this Justice Case Access Agreement.
2. **"Client"** means the entity identified on the signature block of this Agreement.
3. **"Defect"** means a failure of JCA to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
4. **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
5. **"Documents"** means all documents Tyler makes available through JCA and any other public documents that you deem appropriate for access through JCA.
6. **"Effective Date"** means the last date on which this Agreement is executed as shown on the signature block.
7. **"Metadata"** means a set of data that describes and gives information about case records and the Documents.
8. **"Principal Amount"** means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment.
9. **"re:Search "** means the document search/retrieval repository whereby Users can search Metadata stored in the document search/retrieval repository to direct Users to court-stored documents as authorized by the stakeholders owning the records.
10. **"Support Call Process"** means the support call process attached as Exhibit B.
11. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.

12. **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.

13. **"Users"** means those users permitted to access JCA.

14. **"we", "us", "our"** and similar terms mean Tyler.

15. **"you"** and similar terms mean Client.

SECTION B – TERMS, ACCESS and OWNERSHIP

1. Justice Case Access Terms. Tyler will work with Client to implement Justice Case Access to make available court Documents and case information. The Client will guide and coordinate with Tyler as to the types of Documents, case information, security protocols, and functionality made available through Justice Case Access.

2. Integrated Method. Using standard APIs provided by us, you will integrate your case management system directly with Tyler's proprietary document search and retrieval repository known as re:Search, allowing court documents and information to be exchanged between your case management system, re:Search, and Justice Case Access. If a client is already integrated with a re:Search state site, no further integration efforts are needed for Justice Case Access. The integration allows security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through Justice Case Access.

3. Ownership.

   3.1. You retain all ownership and intellectual property rights to the Documents. Nothing in this Agreement shall be deemed to vest in us any ownership rights in and to your Documents.

   3.2. We reserve all rights not expressly granted to you in this Agreement. We own the title, copyright, and other intellectual property rights in JCA.

4. Integrations with Third Parties. Tyler shall be permitted to integrate with third-parties for the purpose of sharing publicly available information through JCA.

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SECTION C – TERM, TERMINATION and DISPUTE RESOLUTION

1. Term. The term of this Agreement shall commence as of the first day of the first month following the Effective Date and continue for one (1) year ("Initial Term"). Following the Initial Term, this Agreement will renew for additional one (1) year periods, each such term to be considered a renewal term ("Renewal Term"), unless a party hereto provides, at least ninety (90) days prior to the end of a Renewal Term, written notice that it does not intend to renew this Agreement.

2. Termination for Cause. Either party may terminate this Agreement for Cause; provided, however, that such party follows the procedures set forth in Section C(3). For purposes of this Section 2, "*Cause*" means either:

   a. a material breach of this Agreement, which has not been cured within sixty (60) days of the date such party receives written notice of such breach;
   b. breach of Section E(1) (Compliance with Laws); or
   c. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all its creditors, or institutes, or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

No party may terminate this Agreement under this Section 2 until it follows the required dispute resolution procedures set forth in Section C(3).

3. Dispute Resolution. The parties agree to provide the other party with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Termination for Non-Appropriation: If you should not appropriate or otherwise make available funds to utilize the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION D – FEES AND INVOICING

1. Payment Terms.

1.1. Annual Fees. JCA Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term. Annual JCA Fees for the Initial Term are set forth in the Investment Summary. Upon expiration of the Initial Term, JCA Fees will be at Tyler's then-current rates.

1.2. Professional Services Fees. Professional services fees, at the rate set forth in the Investment Summary, are invoiced monthly as incurred.

2. Justice Case Access Document Purchase Fees. Client may choose to assess fees for Users to purchase Documents through Justice Case Access. The cost to purchase Documents will be set by the Client and 100% of the Document purchase revenue collected will go to the Client. These Document purchase transactions are subject to payment processing convenience fees, described below, which are collected and consumed by Tyler to pay for conducting these Document purchase transactions.

3. Justice Case Access Payment Processing Convenience Fees. Tyler may assess a convenience fee to Users for each electronic payment transaction initiated that flows through Tyler's payments system when using a credit card, debit card or electronic check. Those convenience fees are set forth in Exhibit A of this Agreement. Your use of the payment card processing services provided through Justice Case Access is subject to the terms found at: https://www.tylertech.com/terms/payment-processing-agreement. By signing this Agreement, you agree you have read, understand, and agree to such terms.

SECTION E – GENERAL TERMS

1. Compliance with Laws. In providing the services herein, we will comply with all applicable federal, state, and local laws, ordinances, and regulations.

2. No Warranty of Documents. You acknowledge that all Documents are received directly from you and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through re:Search are provided on an "AS IS" basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same.

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3. Software Warranty. We warrant that Justice Case Access will perform without Defects during the term of this Agreement. If Justice Case Access does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU UNDERSTAND AND AGREE THAT WE DISCLAIM ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. Intellectual Property Infringement Indemnification.

a. We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

b. Our obligations under this section will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

c. If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

d. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

5. General Indemnification. We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

6. Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION C(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN

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RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS E(4) and E(5).

7. Exclusion of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITIES OF SUCH DAMAGE.

8. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

11. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

12. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

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(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, including applicable U.S. federal law, without regard to its rules on conflicts of law.

15. Amendment; Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Except as otherwise provided in this Agreement, any failure of any party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

16. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

17. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

18. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

19. Contract Documents. This Agreement includes the following Exhibits:

Schedule 1	Investment Summary
Exhibit A	Merchant Payment Card Processing Fees
Exhibit B	Support Call Process

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.	HAYS COUNTY, TEXAS
By: _____	By: _____
Printed name: _____	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:
Hays County, TX
_____
_____
Attn: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

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Schedule 1
Investment Summary



Quoted By: John Galbraith
Quote Expiration: 1/25/26
Quote Name: Proposal for Justice Case Access with Sourcewell Discount

Sales Quotation For:
Hays County
COUNTY CLERK
San Marcos TX 78666-5534
Phone: +1 (512) 393-2204

Shipping Address:
111 E San Antonio St Ste 300
San Marcos TX 78666-5534

Annual / SaaS

Description	Annual
eSolutions	
Justice Case Access	$ 18,000
TOTAL	**$ 18,000**

Services

Description		Total	Maintenance
Project Management		$ 975	$ 0
	Project Services Sub-Total:	*$ 975*	*$ 0*
Setup, Configuration & Consulting		$ 6,475	$ 0
	Implementation Services Sub-Total:	*$ 6,475*	*$ 0*
Deployment		$ 556	$ 0
	Technical Services Sub-Total:	*$ 556*	*$ 0*
	TOTAL	**$ 8,006**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 18,000
Total Tyler Services	$ 8,006	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 8,006**	**$ 18,000**

Detailed Breakdown of Services (Included in Summary Total)

Description		Total	Annual Maintenance
Enterprise Justice			
Project Management -Enterprise Justice		$ 975	$ 0
Setup, Configuration & Consulting -Enterprise Justice		$ 6,475	$ 0
Deployment -Enterprise Justice		$ 556	$ 0
	Enterprise Justice Total	*$ 8,006*	*$ 0*
	TOTAL	$ 8,006	$ 0

EXHIBIT A
Merchant Payment Card Processing Fees

MERCHANT: Hays County, TX

JUSTICE CASE ACCESS PAYMENT PROCESSING FEES

Tyler shall assess a convenience fee to consumers for each electronic payment transaction initiated that flows through Tyler's payments system when using a credit card, debit card or electronic check. Those convenience fees are as follows:

Tyler shall assess a 2.95% convenience fee for each credit and debit card transaction, subject to a minimum fee of $1 per transaction.

Tyler shall assess a $1.00 convenience fee for each electronic check (eChecks) transaction.

Pricing and Fee Modification

a) By giving written notice to Merchant, Tyler may change the above fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third-party provider, or as of any later date specified in Tyler's notice to Merchant.

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ACCEPTED CARD TYPES

Visa, MasterCard, Discover, Electronic Checks and American Express will be accepted.

CHARGEBACKS AND CREDITS

The disputed Principal Amount associated with chargebacks and other returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount associated with chargebacks or returns will be withdrawn from Tyler's account invoiced to Client.

Exhibit B
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.

(2) Email – for less urgent situations, users may submit emails directly to the software support group.

(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.

(2) Tyler Search – a knowledge-based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.

(3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets

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set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Draft

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Draft

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Jennifer Doinoff

Sponsor: Judge Becerra

Agenda Item:

Approve payment and disbursement on November 10, 2026, to Sunfield Station in the amount of $2,400.00 for the voting location during the May 15-26 election, where no purchase order was obtained prior to services.
BECERRA/DOINOFF/HUNT

Summary:

Due to the Primary Run-Off, the Election's Office still required the polling location at Sunfield Station. A purchase order was not obtained prior to these services.

Fiscal Impact:

Amount Requested: $2,400
Line Item Number: 001-655-00.5446

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: purchase order not obtained prior to services

Auditor's Office

G/L Account Validated Y/N?: Yes, Election Expenses
New Revenue Y/N?: N/A
Comments:

Attachments

Invoice

V. 14405

ELEC
FY24

INVOICE #1432

Sunfield Station

2610 Main St. Ste. 106
Buda, Tx 78610
512-523-4053

DATE 5-26-26

Hays County Voting
712 S. Stagecoach Trail, Suite 1071
San Marcos, Tx 78666
512-393-2259

FOR
Voting Space

Details	AMOUNT
Voting Space for 12 Days May 15 - May 26, 2026	$2,400.00

SUBTOTAL	$2,400.00
Received	
TOTAL BALANCE	$2,400.00

Make all checks payable to CTX Fieldhouse - Payment due upon receipt

If you have any questions concerning this invoice, use the following contact information:

Mike Beltz, mjbeltz@sbcglobal.net, 512-947-3397

THANK YOU FOR YOUR BUSINESS!

RECEIVED
OCT 27 2026
BY:

ENTERED
NOV 10 2026

AGENDA ITEM REQUEST FORM: G. 29.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Jennifer Doinoff

Sponsor: Judge Becerra

Agenda Item:

Authorize payment to Hart Intercivic in the amount of $12,150.00 for ballot paper and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D). **BECERRA/DOINOFF/HUNT**

Summary:

The Election Office requested a purchase order for additional ballot paper, but the Commissioners Court must authorize a discretionary exemption pursuant to Texas Local Government Code 2362.024 (a)(7)(D) in order to purchase the ballot paper. Due to the timing of Commissioners Court and Election day, the ballot paper had to be ordered without a purchase order, so the Elections Department is requesting payment of the invoice.

Fiscal Impact:

Amount Requested: $12,150.00
Line Item Number: 002-655-00.5446

Budget Office:

Source of Funds: Election Contract Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: authorize a discretionary exemption pursuant to Texas Local Government Code 2362.024 (a)(7)(D)

Auditor's Office

G/L Account Validated Y/N?: Yes, Election Expenses
New Revenue Y/N?: N/A
Comments:

Attachments

Invoice

ELEC
FY27

HART intercivic

INVOICE

Phone: (800) 223-4278
AccountsReceivable@hartic.com

DATE: 10/28/2026
INVOICE #: INV009012

BILL TO
Jennifer Anderson
Hays County Auditor
120 Stagecoach Trail
San Marcos TX 78666
United States

SHIP TO
Jennifer Anderson
Hays County Auditor
120 Stagecoach Trail
San Marcos TX 78666
United States

Memo	PO #	SHIPPING METHOD	DUE DATE	TERMS
Quote 00017454		FedEx Ground	11/27/2026	Net 30

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
1005580-SB	Thermal Ballot Stock, 8.5" x 14"			40	$290.0000	$11,600.00

SUBTOTAL	$11,600.00
SPECIAL DISCOUNT	
SHIPPING & HANDLING	$550.00
TAX TOTAL	$0.00
TOTAL	$12,150.00
AMOUNT PAID	$0.00
AMOUNT DUE	$12,150.00

RECEIVED
OCT 29 2026
BY: ...

Check Remit Address:
Hart InterCivic, Inc.
PO Box 674836
Dallas, TX 75267-4836
accountsreceivable@hartic.com

ACH should be sent to:
Hart InterCivic, Inc.
Texas Capital Bank
ABA: 111017979
Account: 2400000506

Federal Tax ID#: 95-3248916

AGENDA ITEM REQUEST FORM: G. 30.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item:

Authorize payment to Dixie Tools, in the amount of $792.00, where no purchase order was obtained by the Transportation Department per the Purchasing Policy. **HAMMER/A.JONES/HUNT**

Summary:

The Transportation Department had two separate purchases a day apart from each other and a purchase order should have been obtained.

Fiscal Impact:

Amount Requested: $792.00
Line Item Number: 020-710-00.5201_005

Budget Office:

Source of Funds: Road and Bridge General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: purchase order should have been obtained

Auditor's Office

G/L Account Validated Y/N?: Yes, General Supplies Misc Small Tools Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Dixie Tool Invoices

RECEIVED
SEP 04 2026
Hays County
Transportation Department

Dixie Tool And Lubricants,LLC.
623 industrial Blvd
AUSTIN, TX 78745 USA
+15129174023
TOMMY@DTL.US.COM

(5271) COPY
Yarrington Rd Bulk tanks

INVOICE

BILL TO
Hays County Road Department
712 S. Stagecoach Trail Suite 1071
San Marcos, Texas 78666

SHIP TO
Hays County Road Department
712 S. Stagecoach Trail
Suite 1071
San Marcos, Texas 78666

INVOICE # 5348
DATE 09/03/2026
DUE DATE 10/03/2026
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
FT-10-128 (ea) FT-10-128 Fuel Treatment (ea) - 1 gallon bottle	6	82.00	492.00

SUBTOTAL	492.00
TAX (8.25%)	0.00
TOTAL	492.00
BALANCE DUE	**$492.00**

RECEIVED
SEP 04 2026
Hays County
Transportation Department

Dixie Tool And Lubricants,LLC.
623 industrial Blvd
AUSTIN, TX 78745 USA
+15129174023
TOMMY@DTL.US.COM

COPY

(5413) Yarrington Rd Shop
County Wide Use
(A)

INVOICE

BILL TO
Hays County Road Department
712 S. Stagecoach Trail Suite 1071
San Marcos, Texas 78666

SHIP TO
Hays County Road Department
712 S. Stagecoach Trail Suite 1071
San Marcos, Texas 78666

INVOICE # 5349
DATE 09/04/2026
DUE DATE 10/04/2026
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
LP-10-C (cs) LP-10-C Lithium EP Plus Grease (cs) - 40-14 oz. cartridges	1	300.00	300.00

SUBTOTAL	300.00
TAX (8.25%)	0.00
TOTAL	300.00
BALANCE DUE	**$300.00**

AGENDA ITEM REQUEST FORM: G. 31.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Marisol Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of the renewal order form and payment to UKG in the amount of $6,026.44 related to the annual support service agreement between Hays County and UKG for our timekeeping machines, where no purchase order was obtained prior to services starting. **BECERRA/VILLARREAl-ALONZO/HUNT**

Summary:

The Auditor's Office is requesting payment to UKG in the amount of $6,026.44 related to hardware support services where no purchase order was obtained. The County has already received one invoice from UKG. However, that invoice was for the annual user licenses and did not include the hardware support. The purchase order that was opened for the user licenses was closed after the initial invoice was paid.

Fiscal Impact:

Amount Requested: $6,026.44
Line Item Number: 001-606-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: No purchase order prior to services.
Omnia Contract 24-6833

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments: The Auditor's Office is requesting execution of the renewal quote that includes the additional term to complete FY20227. The renewal quote was received on 10/28/2026 after the Purchasing Office informed the vendor of the renewal option on 10/2/2026 (see attached communication). The Auditor's Office believes that this renewal requires Commissioners Court approval to ensure that the renewal pricing and terms are properly authorized by the Commissioners Court for the period of 9/21/2026 - 9/30/2027.

Attachments

UKG - Invoice
Auditor Communication

HR, Pay, & Workforce Management

RENEWAL ORDER FORM

Quote#: Q-448313

Date:14 Oct, 2026

Customer Legal Name:
COUNTY OF HAYS

Customer Legal Address:
712 S STAGECOACH TRL STE 1094, SAN MARCOS, TX 78666-6247 USA

Ship To: COUNTY OF HAYS
712 S STAGECOACH TRL STE 1094
SAN MARCOS, TX 78666-6247 USA

Bill To: COUNTY OF HAYS
712 S STAGECOACH TRL STE 1094
SAN MARCOS, TX 78666-6247 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency:USD
Solution ID: 6188528

Order Notes:

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the "Omnia Master Agreement No. 24-6833") and used by Customer as an Omnia Participating Public Agency.

Price Breakdown for Budgeting -
9/21/2026 - 9/20/2027 : $5,861.80
9/21/2027 - 9/30/2027 : $164.64

Contract Summary

Contract Period Start Date: 9/21/2026 12:00:00 AM
Contract Period End Date:

Total Price: USD 6,026.44

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD

HR, Pay, & Workforce Management

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

Equipment Support Services

Support Service Level	Covered Product	Quantity	Serial number	Start Date	Total Price Thru End Date
Depot Exchange Support Service	UKG INTOUCH DX G2,HID PROX	2	00J3207079 00J3206841	12/17/2026	USD 488.36
Depot Exchange Support Service	UKG INTOUCH DX G2,HID PROX	16	00J3006363 00J3006723 00J3006752 00J3007376 00J3007378 00J3007382 00J3007400 00J3008026 00J3008098 00J2192337 00J3006311 00J3006332 00J3006738 00J3008033 00J3008099 08100	09/21/2026	USD 5,538.08
Total Price					**USD 6,026.44**

COUNTY OF HAYS		UKG Kronos Systems LLC	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

From:	Stephanie Hunt
To:	Larke Wamsley; Jocelyn Villegas
Cc:	Marisol Alonzo
Subject:	Re: Hays County UKG Renewal - Acct: 6188528
Date:	Friday, October 30, 2026 5:56:58 PM
Attachments:	Outlook-rfvme0xw.png Outlook-1e0hbfuz.png Outlook-xweaqdkb.png Outlook-woyy53qq.png Outlook-xixfevtv.png Outlook-2djonqq5.png Outlook-lq5dw4il.png Outlook-v1uakli2.png Outlook-mtspr1hq.png Outlook-0lk0morw.png Outlook-02q2rvvo.png Outlook-312pjxma.png

---

Thank you. We will be taking this to Court on Nov. 10th for execution.

Thank you,

Stephanie Hunt
Stephanie Hunt, CPPB
Hays County Purchasing Agent
1901 Dutton Drive, Ste. E
512-393-2267

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, October 30, 2026 11:42 AM
To: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Good morning,

I wanted to follow up regarding the revised renewal quote provided on October 28, reflecting Hays County's selection of Option 1.

As the previous contract term expired on September 20, 2026, and we are now more than a month beyond the renewal date, it is important that we move forward with invoicing without further delay.

Based on the County's previously communicated selection of Option 1, we will be moving forward with processing the renewal for invoicing today under the existing contractual terms and the revised quote provided.

Thank you again for your patience and partnership throughout this process. We appreciate the

opportunity to continue supporting Hays County.

Best regards,

Larke Wamsley
Renewal Manager - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Wednesday, October 28, 2026 1:59 PM
To: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Good afternoon, Stephanie and Jocelyn,

Thank you for your patience, and my apologies for the delay in getting the revised quote over to you. The revisions were completed while I was attending our offsite UKG GTMX event, and I appreciate your understanding.

Please find the revised quote attached, which includes a note reflecting Hays County's selection of Option 1.

As outlined, your next 12-month renewal will begin October 1, 2027, with the applicable contract period reflected in the renewal documents issued at that time.

If everything looks good, please provide your approval via email acknowledgment or return a signed copy of the quote, and I'll coordinate with our team to move forward with invoicing accordingly.

Thank you again for your patience and partnership. I appreciate the opportunity to assist!

Warm regards,

Larke Wamsley

Renewal Manager - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Sent: Friday, October 2, 2026 8:57 AM
To: Larke Wamsley <larke.wamsley@ukg.com>; Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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Good morning Larke,

We will need to proceed with option 1 so we are not subject to a double increase on next year's renewal.

Thank you,

Stephanie Hunt

Stephanie Hunt, CPPB
Hays County Purchasing Agent
1901 Dutton Drive, Ste. E
512-393-2267

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Wednesday, September 23, 2026 12:52 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Good afternoon, Jocelyn,

Thank you for your email. To provide clarity around the 10-day extension and application of the contractual annual uplift, we can move forward with either of the following options:

Option 1

- Renew for 12 months, from 9/21/26–9/20/27, with the contractual uplift applied.
- Execute a separate 10-day renewal, from 9/21/27–9/30/27, with no additional uplift applied to those 10 days.
- The next 12-month renewal beginning 10/1/27 would then be subject to the applicable contractual annual uplift.

Option 2

- Renew for 12 months plus the additional 10 days, from 9/21/26–9/30/27, with the contractual uplift applied to the renewal.
- The next 12-month renewal beginning 10/1/27 would then be subject to the applicable contractual annual uplift.

Please let me know which option Hays County would prefer so we can proceed accordingly.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Wednesday, September 23, 2026 10:07 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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for content to be analyzed by UKG Security.

Good morning, Larke,

Could you please break out the quote to clearly show the 4% increase for the original contract period of 9/21/26–9/20/27, as well as the rate for the additional period of 9/20/27–9/30/27?
We want to make sure that the 4% increase has already been accounted for with the additional days being added to the contract and that there will not be another 4% increase applied to the new contract on 10/1/27.
If you are unable to show in the quote that there will be no additional increase to the contract rate on 10/1/27, then we will need to proceed with the original quote and the original contract terms.
If you have any questions, please let me know.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Tuesday, September 22, 2026 2:51 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi Jocelyn,

I wanted to follow up on the revised renewal quote and the pricing clarification provided below.

Can you please confirm whether the quote is acceptable as presented and if we are good to move forward with the renewal?

The current contract expired on September 20, 2026, and we need to move forward with invoicing by Friday. If there are any remaining questions or items needed before we can

proceed, please let me know as soon as possible so I can help get those addressed promptly.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, September 18, 2026 12:56 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi Jocelyn,

You are correct. The 4% contractual uplift was applied to the device pricing for the entire renewal period through September 30, 2027, including the additional 10 days reflected on the revised quote. The daily rate therefore reflects the applicable device pricing for the current renewal term through September 30, 2027.

For the October 1, 2027–September 30, 2028 renewal period, pricing will be reviewed in accordance with the applicable contract terms. Since we have not yet finalized the current renewal, I am unable to provide a formal quote for the following period. However, I have requested a budgetary estimate for that period and will provide it to you as soon as it is completed.

I hope this helps clarify the pricing and provides what you need for future budget planning. Please let me know if you have any additional questions in the meantime.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas



HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 11, 2026 2:57 PM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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Good afternoon, Larke,

Reviewing the contract, it appears that you included the 4% increase for each device for the additional 10 days. Can you please confirm that next year's contract 10.01.2027-9.30.2028 the cost of the devices will be the $0.959 a day and not have an additional increase of 4% since we had already endured the increase in the contract of this year.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Thursday, September 10, 2026 12:08 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Good afternoon,

Please find the revised quote attached for your review.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, September 4, 2026 10:47 AM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi Jocelyn,

You are correct regarding the pricing shown on the OMNIA price book. That pricing applies to new purchases. For renewals under the OMNIA terms, pricing is based on the then-current renewal pricing, so the existing renewal costs are not restructured using the new-purchase price book.

Separately, I have requested a revised hardware quote reflecting the 9/30/26 end date. I will provide the updated quote once it is available.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 4, 2026 10:29 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 4, 2026 10:29 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi Larke,

Sorry for the constant back and forth emails but reviewing the spreadsheet from Omnia it appears that UKG Intouch DX G2 HID PROX RENTAL is priced at $165 maybe I am looking at the wrong thing. Can you please tell me where on the pricing sheet attached that the pricing for these devices comes from.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 4, 2026 9:47 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi,

If you could please add the end date to 9.30.27 so it matches our fiscal year.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, September 4, 2026 9:40 AM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi,

Please find the Detailed Report attached for the hardware reflecting the info requested. Will suffice or do you still need the coverage period extended to 9/30/2026? If so, I will do my best to get the request submitted asap.

Thanks!

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 4, 2026 9:32 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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Hi Larke,

Looking at the pricing sheet are you able to give the description of what in touch devices we have. This will help confirm the pricing is compliant with the contract.

Can you also give a breakdown of the price per device that we have.

If you have any questions, please let me know.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 4, 2026 9:24 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi Larke,

For the hardware are you able to extend it to 9.30.27?

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, September 4, 2026 9:21 AM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi,

Please find the executed document attached. We can move forward with the PO as no changes were made, and signature is not required.

Thank you!

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Friday, September 4, 2026 9:16 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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unless you recognize the sender and know the content is safe. If unsure, use the "Report Phishing" button for content to be analyzed by UKG Security.

Good morning,

Do you need a copy of the signed document or are we able to give you a PO and you can move forward with that.

If you will need a signed document, then this will all have to go to court to be approved and signed. Are you able to have the renewal date go through September 30,2027 this way they go through the end of FY27. If you are will you be able to get an updated quote by Tuesday September 8th,2026.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, September 4, 2026 8:31 AM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Good morning,

Thank you for your email. I am currently working to have the Pro WFM executed by UKG Operations. Can you please confirm if you require a signed copy of the hardware renewal as well?

Have a wonderful day!

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com



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From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Wednesday, September 2, 2026 3:47 PM
To: Larke Wamsley <larke.wamsley@ukg.com>
Cc: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

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Hi Larke,

This did go to court yesterday and got approved. Here is the partially signed execution letter. Please sign and return and we can then open a PO.

When will this be invoiced and due. Since this spans over two fiscal years we can open a PO for fiscal year 2026 for the amount of $6,821.86 and the open a PO for the remaining balance on 10.01.2026 for FY2027.

If you have any questions, please let me know.

Thank you,
Jocelyn Villegas
Senior Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Tuesday, September 1, 2026 2:09 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hello Jocelyn,

I hope this message finds you well. I wanted to follow up to find out if you need any additional information or have any questions regarding the quote. If the quote is acceptable, please send an email acknowledgment and/or copy of the signed quote at your earliest convenience.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Saturday, August 22, 2026 4:44 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Elizabeth Mathis <elizabeth.mathis@ukg.com>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hello Jocelyn,

Thank you for your patience while I was out of the office, and thank you, Becky, for stepping in and providing the additional clarification.

Jocelyn, I wanted to follow up and confirm that you now have everything needed to move the renewal forward for approval. If any additional information or documentation is needed, please let me know and I'll be happy to assist.

If everything is in order, do you have an estimated timeline for approval? This will help me ensure we stay aligned on next steps.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Elizabeth Mathis <elizabeth.mathis@ukg.com>
Sent: Friday, August 14, 2026 1:18 PM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Cc: Larke Wamsley <larke.wamsley@ukg.com>; Johnny Nguyen <johnny.nguyen@ukg.com>
Subject: Re: Hays County UKG Renewal - Acct: 6188528

Hi Jocelyn,

Thank you for your inquiry. This is the same module - just a different naming convention.

The OMNIA contract (linked below) includes pricing details and references for a 10% minimum discount under the OMNIA Cooperative agreement. This discount applies to new purchases, or any net-new scope added under the contract.

https://www.omniapartners.com/suppliers/ukg/public-sector/contract-documents#contract-2207

For renewals, pricing follows the terms already established in your agreement, including the defined renewal structure and any applicable uplift. As part of the renewal process, we review your renewal against the OMNIA framework to ensure it remains aligned and compliant with those terms.

Please let me know if I may be of further assistance.

Best,
Becky Mathis

Becky Mathis (she/her/hers)
Customer Renewal Representative - Public Sector
T 303-843-1352 | Denver, CO
Elizabeth.Mathis@UKG.com
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Thursday, August 13, 2026 9:16 AM
To: Elizabeth Mathis <elizabeth.mathis@ukg.com>
Subject: Fw: Hays County UKG Renewal

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Good morning,

I see that Larke is out of office and we are needing a response as soon as possible to be able to take this for approval. Can you please assist with verifying UKG Pro Timekeeping hourly on the quote is the same thing as UKG Pro Workforce Management (hourly) as listed on the Omnia Partners Pricing book attached.

If you have any questions, please let me know.

Thank you,
Jocelyn Villegas
Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Monday, August 10, 2026 11:05 AM
To: Larke Wamsley <larke.wamsley@ukg.com>
Subject: Re: Hays County UKG Renewal

Hello Larke,

On the pricing sheet the UKG Pro Timekeeping hourly is labeled as UKG Pro Workforce

Management (hourly). I just want to make sure that these two are the same thing because on the quote and the new pricing sheet with Omnia they are different.

Thank you,
Jocelyn Villegas
Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Monday, August 10, 2026 10:44 AM
To: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Subject: Re: Hays County UKG Renewal

Good afternoon, Jocelyn,

Thank you for reaching out and your patience. The different line items and amounts are due to the County completing a Capacity Addition effective 9/19/2026 9/11/2027 which is 11 months and 24 days. The line items will be consolidated upon renewal next year.

Please let me know if you have any further questions. If the quotes are acceptable, please provide email acknowledgement and I will move forward with invoicing accordingly.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Jocelyn Villegas <jocelyn.villegas@hayscountytx.gov>
Sent: Tuesday, August 4, 2026 5:06 PM
To: Larke Wamsley <larke.wamsley@ukg.com>
Subject: Hays County UKG Renewal

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Good afternoon, Larke,

As we were reviewing the renewal quote, we had a few questions.

With the renewal, why are the items not being billed together as a single product? We added new devices and aligned them with the same renewal date as our existing licenses. However, in the attached quote, they are listed and billed separately at different rates.

For example, the original 1,200 UKG Pro Absence licenses are priced at $1.56 each, while the additional 35 licenses are priced at $0.78 each. Could you please explain why these are separated and why the pricing differs?

Please let me know if you have any questions.

Thank you,
Jocelyn Villegas
Purchasing Specialist
1901 Dutton Dr, Ste. E
San Marcos, TX 7866
Jocelyn.villegas@hayscountytx.gov
(512) 393-2278 Ext. 12278

Book time to meet with me

From: Stephanie Hunt
To: Larke Wamsley; James Collins; Marisol Alonzo
Cc: Rachel Stewart
Subject: Re: **Notification of Invoicing** UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528
Date: Thursday, July 30, 2026 5:24:46 PM
Attachments: image001.png

Good evening,

Purchasing is in the process of reviewing the quote's pricing. As soon as we are done, we will let you know if we have any questions.

Thank you,

Stephanie Hunt
Stephanie Hunt, CPPB
Hays County Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012
512-393-2267

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Thursday, July 30, 2026 1:40 PM
To: James Collins <james.collins@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>; Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Cc: Rachel Stewart <rachel.stewart@ukg.com>
Subject: Re: **Notification of Invoicing** UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

You don't often get email from larke.wamsley@ukg.com. Learn why this is important

Hi James,

I wanted to follow up regarding the spreadsheet I sent earlier this week to see if the additional detail addressed your questions regarding the renewal calculations.

If you have had a chance to review it, could you please let me know if everything looks accurate or if there is any additional information you need from me? I'm happy to clarify anything that would be helpful.

If everything looks good, our plan is to move forward with invoicing your UKG software and hardware renewals tomorrow. If there are any outstanding questions or concerns, please let me know as soon as possible so we can address them before the invoice is generated.

Thank you, and I look forward to your confirmation.

Best regards,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Tuesday, July 28, 2026 4:24 PM
To: James Collins <james.collins@hayscountytx.gov>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>; Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Subject: Re: **Notification of Invoicing** UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

Good afternoon James,

Thank you for your patience.

Please find the requested spreadsheet attached. This reflects the additional detail you were looking for. If you have any questions or would

like to review any of this together, please don't hesitate to let me know.

Thank you, and I look forward to hearing from you.

Best regards,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: James Collins <james.collins@hayscountytx.gov>
Sent: Friday, July 17, 2026 1:16 PM
To: Larke Wamsley <larke.wamsley@ukg.com>; Marisol Alonzo <marisol.alonzo@hayscountytx.gov>; Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Subject: RE: **Notification of Invoicing** UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

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Good afternoon Larke,

Stephanie is out of office this week but I took a quick look at what you've sent and would like some additional information so we can fully recalculate the amounts charged. Can you provide the per license price and number of days billed for each block of licenses?

When I attempt to recalculate the rates/totals with the information in the notice, I see the following inconsistencies.

- The "UKG PRO ABSENCE" and "UKG PRO WORKFORCE MANAGEMENT ANALYTICS" line items for the 1,200 user block look to be double what we're being charged for the 15 and 35 user blocks.
- The "UKG PRO TIMEKEEPING HOURLY" is also different but only by a factor of 1.6(repeating).
- The totals do not agree to the "Monthly Total" multiplied by the "Duration" for the 1,200 and 35 user blocks. I suspect this is caused by some sort of prorating to all the licenses to co-terminate.

Product Name	Duration	Quantity	Monthly Total	Total	Rate (Calculated)	Total (Calculated)
UKG PRO TIMEKEEPING HOURLY	12	15.00	56.16	673.92	3.7440	673.92
UKG PRO ABSENCE	12	15.00	11.70	140.40	0.7800	140.40
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	12	15.00	9.36	112.32	0.6240	112.32
UKG PRO TIMEKEEPING HOURLY	12	35.00	131.04	1,544.84	3.7440	1,572.48
UKG PRO ABSENCE	12	35.00	27.30	321.84	0.7800	327.60
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	12	35.00	21.84	257.47	0.6240	262.08
UKG PRO TIMEKEEPING HOURLY	12	1,200.00	7,488.00	88,276.34	6.2400	89,856.00
UKG PRO ABSENCE	12	1,200.00	1,872.00	22,069.08	1.5600	22,464.00
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	12	1,200.00	1,497.60	17,655.27	1.2480	17,971.20
				3,050.79		3,088.80

Thank you,

James Collins
Hays County Internal Audit Manager
1901 Dutton Dr. Suite E
San Marcos, TX 78666
(512) 393-2255 Ext.12255

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, July 17, 2026 12:01 AM

To: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>; Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Cc: James Collins <james.collins@hayscountytx.gov>
Subject: **Notification of Invoicing** UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

You don't often get email from larke.wamsley@ukg.com. Learn why this is important

Hello,

I hope this message finds you well. I wanted to follow up to find out if you need any additional information or have any questions. We will need a response on this no later than Monday, 7/20/2026. If no response is received, we will invoice as is. No adjustments can be made after invoicing.

Thank you,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ▸ ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Tuesday, July 7, 2026 12:31 PM
To: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>; Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Cc: James Collins <james.collins@hayscountytx.gov>
Subject: Re: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

Good afternoon Marisol and Stephanie,

I'm following up to request an update on the status of the renewal quotes.

As a reminder, the renewal is scheduled to invoice on **July 14**. If the quotes have been approved, please let me know. If they are still under review, I'd appreciate an update on the expected completion timeline so we can ensure the renewal stays on track.

If there are any questions or additional information needed from UKG, please let me know as soon as possible. I'm happy to help.

I appreciate your prompt response and look forward to your update.

Best regards,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ▸ ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Wednesday, June 24, 2026 4:30 PM
To: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>; Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Cc: James Collins <james.collins@hayscountytx.gov>
Subject: Re: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

Good afternoon,

I hope you are doing well.

I wanted to follow up regarding the renewal quotes. I understand they are being reviewed internally and wanted to check on the current status. If there are any questions, please let me know, as I am happy to help.

As a reminder, the renewal is currently scheduled to invoice on July 14, 2026. If possible, I would appreciate any update you can provide.

Thank you for your time, and I look forward to hearing from you.

Best regards,

Larke Wamsley
Customer Renewal Rep III - Public Sector
Houston, Texas
HR, Pay, & Workforce Management ▸ ukg.com
LinkedIn | YouTube | Instagram | Facebook

From: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Sent: Friday, June 12, 2026 6:26 PM
To: Stephanie Hunt <stephanie.hunt@hayscountytx.gov>
Cc: Larke Wamsley <larke.wamsley@ukg.com>; James Collins <james.collins@hayscountytx.gov>
Subject: FW: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

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Stephanie – Are these in line with our contract? Thanks.

Thank you,

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

1901 Dutton Dr. Suite E

San Marcos, TX 78666

(512) 393-2283 office

(512) 393-2253 direct

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Friday, June 12, 2026 11:11 AM
To: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

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Hi Marisol,

It is nice to meet you. Your hardware support quote is now available. I have attached it for your review in addition to the previously provided software renewal. This is scheduled to invoice on 7/14/2026. Can you please email back confirming receipt?

Thank you,

Larke Wamsley

Customer Renewal Rep III - Public Sector

Houston, Texas

HR, Pay, & Workforce Management ▸ ukg.com

LinkedIn | YouTube | Instagram | Facebook

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Tuesday, June 9, 2026 1:18 PM
To: Scot Woodland <scot.woodland@hayscountytx.gov>
Cc: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

Good afternoon, Scot,

Thank you for your email, and I appreciate your patience while I was out of the office.

Thank you for the update regarding the organizational changes. I have noted the information below and will update our records to ensure future communications are directed to Marisol accordingly.

Thank you for your assistance, and I hope you have a wonderful day!

Best regards,

Larke Wamsley

Customer Renewal Rep III - Public Sector

Houston, Texas

HR, Pay, & Workforce Management ▸ ukg.com

LinkedIn | YouTube | Instagram | Facebook

From: Scot Woodland <scot.woodland@hayscountytx.gov>

Sent: Thursday, June 4, 2026 6:22 PM
To: Larke Wamsley <larke.wamsley@ukg.com>; FWD - Vickie Dorsett <vickie.dorsett@co.hays.tx.us>
Cc: Marisol Alonzo <marisol.alonzo@hayscountytx.gov>
Subject: Re: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

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Good evening Larke,

There have been some restructuring of departments and departmental responsibilities in the past year. One thing that happened is that Vickie retired and I, Scot Woodland, have taken her place as the County's Budget Officer. The other thing that happened is that payroll moved out from under the Budget Office and was placed under the County Auditor prior to Vickie retiring. Please direct any future communications to Marisol Villarreal-Alonzo, marisol.alonzo@hayscountytx.gov, as she is in control of payroll and will be making the decisions over any software or equipment moving forward.

Thank you,

Scot Woodland

Hays County Budget Officer

712 S. Stagecoach Trail, Suite 1045

San Marcos, TX 78666

(512) 393-2275

From: Larke Wamsley <larke.wamsley@ukg.com>
Sent: Thursday, June 4, 2026 10:22 AM
To: FWD - Vickie Dorsett <vickie.dorsett@co.hays.tx.us>
Subject: UKG Renewal Notice for COUNTY OF HAYS - SID: 6188528

You don't often get email from larke.wamsley@ukg.com. Learn why this is important

Good morning Vickie,

I hope you are doing well! Your renewal quote is now available and attached for review. This is scheduled to invoice on 7/14/2026. Can you please email back confirming receipt?

Additionally, I am currently awaiting your hardware renewal quote. I will send this as soon as it is available.

Thank you,

Larke Wamsley

Customer Renewal Rep III - Public Sector

Houston, Texas

HR, Pay, & Workforce Management ▸ ukg.com

LinkedIn | YouTube | Instagram | Facebook

AGENDA ITEM REQUEST FORM: G. 32.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Jennifer Escobar

Sponsor: Judge Becerra

Agenda Item:

Authorize payment to Waldrip Insurance Agency in the amount of $722.00 for Surety Bonds for the Tax Assessor Collector for bonding requirements, where no purchase order was obtained per the purchasing policy. **BECERRA/ESCOBAR**

Summary:

The amounts for the Tax Assessor bonds exceeded the $500 threshold, which requires a purchase order prior to invoicing. The invoice values were not determined until after the underwriting services were completed. Therefore, due to the timeline for bond requirements to be in place by the official, a purchasing waiver is needed.

Fiscal Impact:

Amount Requested: $722
Line Item Number: 001-619-00.5302

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: a Purchase Order should have been obtained prior to the services starting.

Auditor's Office

G/L Account Validated Y/N?: Yes, Membership Fees and Bonds Expense
New Revenue Y/N?: N/A

Attachments

Bond Invoice

WALDRIP INSURANCE AGENCY, INVOICE

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 12/01/2025
Producer: 100

JENNIFER MARIE ESCOBAR
712 S. STAGECOACH TRAIL
San Marcos, TX 78666

Customer	Date	Invoice#
103344	01/01/2026	053243
Policy Number	**Policy Effective**	**Policy Expiration**
32S619712	01/01/2026	01/01/2027

Please detach and return with remittance

Amount Remitted $_____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	SURETY BOND	RENEWAL	CRIME PROTECTION BO	347.00	

PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

Please Pay This Amount **347.00**

Printed Monday June 1, 2026 at 1:18PM

WALDRIP INSURANCE AGENCY,

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

INVOICE

Entered by: 125
Entered on: 12/01/2025
Producer: 100

JENNIFER MARIE ESCOBAR
712 S. STAGECOACH TRAIL
San Marcos, TX 78666

Customer	Date	Invoice#
103344	01/01/2026	053244
Policy Number	**Policy Effective**	**Policy Expiration**
999373552	01/01/2026	01/01/2027

Please detach and return with remittance

Amount Remitted $_____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	SURETY BOND	RENEWAL	GOV OF TEXAS	375.00	

PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

Please Pay This Amount **375.00**

Printed Monday June 1, 2026 at 1:19PM

AGENDA ITEM REQUEST FORM: G. 33.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Tammy Crumley

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Smith

Agenda Item:

Authorize the execution of renewal two to IFB 2025-B02 Hauling Solid Waste with Waste Connections Lone Star, Inc. and Texas Disposal Systems, Inc. for one (1) additional year, effective November 5, 2026. Texas Disposal Systems, Inc is requesting an 11% price increase from the original contract value. **HAMMER/SMITH/CRUMLEY/HUNT**

Summary:

The facilities and Resource Management Department would like to renew IFB 2025-B02 Hauling Solid Waste with Waste Connections Lone Star, Inc. and Texas Disposal Systems, Inc. for one (1) additional year. This contract is utilized at the two recycling centers located in Wimberley and Driftwood. Texas Disposal Systems, Inc is requesting an 11% price increase from the original contract value.

Fiscal Impact:

Amount Requested: TBD based on usage.
Line Item Number: 001-716-00.5452

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: IFB 2025-B02 Hauling Solid Waste

Auditor's Office:

G/L Account Validated Y/N?: Yes, Trash Hauling Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Waste Connections, Renewal 2
(PE) Texas Disposal Systems, Renewal 2
IFB 2025-B02 - Renewal 2 Pricing

HAYS COUNTY PURCHAING OFFICE
Stephanie Hunt, CPPB - Purchasing Agent
1901 Dutton Drive, Suite E
San Marcos, Texas 78666
512-393-2267 • purchasing.bids@hayscountytx.gov

October 19, 2026

Waste Connections Lonestar, Inc.
2010 I-10
Seguin, TX 78155

RE: Annual contract renewal

The annual contract for IFB 2025-B02 Hauling Solid Waste will expire on November 4, 2026. This letter will serve as official notice that Hays County would like to exercise our 2nd option to renew the existing contract for one (1) additional year effective November 5, 2026 – November 4, 2027, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email purchasing.bids@hayscountytx.gov if you have any questions or need additional information. Thank you.

Sincerely,
Stephanie Hunt
Stephanie Hunt, CPPB
Hays County Purchasing Agent

Signature	Waste Connections Lonestar, Inc.
	Company
Kory Green	10/21/2026
Printed Name	Date

Approved by the Hays County Commissioners Court on:

Date	Ruben Becerra, Hays County

HAYS COUNTY PURCHAING OFFICE
Stephanie Hunt, CPPB - Purchasing Agent
1901 Dutton Drive, Suite E
San Marcos, Texas 78666
512-393-2267 ● purchasing.bids@hayscountytx.gov

October 19, 2026

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

RE: Annual contract renewal

The annual contract for IFB 2025-B02 Hauling Solid Waste will expire on November 4, 2026. This letter will serve as official notice that Hays County would like to exercise our 2nd option to renew the existing contract for one (1) additional year effective November 5, 2026 – November 4, 2027, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid, with the proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email purchasing.bids@hayscountytx.gov if you have any questions or need additional information. Thank you.

Sincerely,
Stephanie Hunt
Stephanie Hunt, CPPB
Hays County Purchasing Agent

Stefanie Quimby
Signature

Texas Disposal Systems, Inc.
Company

Stefanie Quimby
Printed Name

11.3.2026
Date

Approved by the Hays County Commissioners Court on:

_____
Date

_____
Ruben Becerra, Hays County

IFB 2025-B02 Hauling Solid Waste
Renewal 2 - Pricing

		Texas Disposal Systems, Inc.				Waste Connections Lonestar Inc.			
		Recycling Centers		Overage Charges		Recycling Centers		Overage Charges	
Bid Item	Description	Wimberley	Driftwood	Container Weight Limits (Tons)	Overage Charge (per ton over limit)	Wimberley	Driftwood	Container Weight Limits (Tons)	Overage Charge (per ton over limit)
B02.1	Hauling and disposal of 42 cubic yard compactor/receiver (per haul)	$ 1,038.34	$ 904.36	6	$ 70.00	$ 360.00	$ 460.00	10	$ 50.00
B02.2	Hauling and disposal of 40 cubic yard open top container (per haul)	$ 965.25		6	$ 70.00	$ 360.00		10	$ 50.00
B02.3	Hauling and disposal of 30 cubic yard open top container (per haul)	$ 815.39	$ 726.42	6	$ 70.00	$ 360.00	$ 460.00	10	$ 50.00
B02.4	Hauling and disposal/recycling of 30 cubic yard open top container (per haul, glass only)	$ 493.00	$ 356.93	6	$ 70.00	$ 500.00	$ 460.00	10	$ 50.00
B02.5	Hauling and disposal /recycling of 8 cubic yard container (per haul, paper/newspaper recycling)	$ 765.14	$ 796.55	N/A	N/A	$ 150.00	$ 150.00	N/A	N/A
B02.6	Cardboard Bale Haul (36 bales per haul for recycling)	$ 946.66	$ 831.67	N/A	N/A	no bid	no bid	N/A	N/A
	Equipment Rental - Includes Service & Repairs								
B02.7	Rental and required service/repair of 42 cubic yard compactor/receiver (per month)	$ 442.72				$ 150.00			
	Item Disposal Fees								
B02.8	Mattresses and Box Springs	$ 32.18				$ 135.00			
B02.9	Tires (off rim)	$ 76.48				$ 65.00			
	Other Charges								
	No haul fee for a haul that results in container being blocked, access issues or issues with roll off	$ 325.53				no bid			
	Relocation of a roll off if proper placement is not given by the County	$ 325.53				no bid			
	Delivery of a roll off (any size) to either location	$ 325.53				no bid			

Proposed Price Changes			
Bid Item	Description	**Texas Disposal Systems, Inc.**	
		Proposed Pricing	**% of Change**
B02.2	Hauling and disposal of 40 cubic yard open top container (per haul)	$ 965.25	11%
B02.6	Cardboard Bale Haul (36 bales per haul for recycling)	$ 946.66	11%
B02.8	Matress & Box Springs	$ 32.18	11%

AGENDA ITEM REQUEST FORM: G. 34.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Karl Flocke, Aaron Jones

Sponsor: Judge Becerra

Agenda Item

Approve specifications for IFB 2027-B05 Portable Toilet and Handwashing Station Rentals and authorize Purchasing to advertise and solicit bids. **BECERRA/FLOCKE/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to provide portable toilets and hand washing stations rental services for multiple locations within Hays County, as well as, throughout the County on an as needed basis.

Attachments

IFB 2027-B05 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Drive, Suite E
San Marcos, Texas 78666

Solicitation No.: IFB 2027-B05 **Portable Toilets and Handwashing Stations**	**Date Issued: November 12, 2026**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

10:00 a.m. local time December 7, 2026.

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

For information please email: purchasing.bids@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on November 24, 2026	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: IFB 2027-B05 Bid Form

I. Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that MUST be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Attachment A: IFB 2027-B05 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Invitation for Bid (IFB)
2.	**Solicitation Number:**	IFB 2027-B05 Portable Toilets and Handwashing Stations
3.	**Issuing Office:**	Hays County Purchasing Office 1901 Dutton Drive, Suite E San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5.	**Deadline for Responses:**	In issuing office no later than: **December 7, 2027; 10:00 AM, Central Time (CT)**
6.	**Pre-Bid Meeting:**	none
7.	**Bonding Requirements:**	none
8.	**Initial Contract Term:**	January 2027 – December 2027
9.	**Optional Contract Terms:**	Four (4) optional one (1) year terms
10.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@co.hays.tx.us
11.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than November 24, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with bid submission.

13. Contact with County Staff:

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

14. Conflicts within Solicitation Documents:

In the event that conflicts exist within the solicitation documents, and/or the electronic bidding sites, the following paragraphs shall govern:

A. If there is an identified conflict in the information presented in the Solicitation documents and/or the bidding sites an addendum will Be issued to correct the conflict.
B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
C. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified.

15. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/haysCounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

November 12, 2026	Issuance of RFP
November 24, 2026	Deadline for Submission of Questions (5:00 PM CT)
December 7, 2026	Deadline for Submission of Bids (10:00 AM CT) **Late bids will not be accepted.**
January 2027	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to provide portable toilets and hand washing stations rental services for multiple locations within Hays County, as well as, throughout the County on an as needed basis. Listed below are the locations within Hays County seeking immediate services. Note that Hays County has other locations that could need portable toilet and hand washing station services in the future, and the addition of these locations would fall under this contract, as well as and changes in current portable toilet and hand washing station needs.

Vendor may also need to provide additional services related to portable toilets and handwashing stations in the event of a county wide disaster declaration.

Locations:

Department of Public Safety Weigh Station	TBD
Jacobs Well Natural Area	1699 Mt. Sharp Road, Wimberley, TX
Gay Ruby Dahlstrom Nature Preserve	5131 FM 967, Buda, TX
Precinct 1 Transportation Yard	1253 Civic Center Loop, Clovis Barker, San Marcos, TX
Precinct 3 Transportation Yard	830 Jacobs Well Road, Wimberley, TX
Precinct 4 Transportation Yard	200 Mountainview, Wimberley, TX

B. Scope of Work

Contractor shall furnish all labor, supplies and equipment for the complete and satisfactory portable toilet and hand washing station services throughout the County. Contractor shall provide *all* services required in these specifications. ***Contractor must close and secure all gates and enclosures prior to leaving the site.***

Work Schedule, Pickups, and Delivery:

Attachment A: IFB 2027-B05 Bid Form, lists the locations and number of units currently being used by Hays County.

- Deliveries, pickups, and cleanings shall occur Monday through Saturday between 8 a.m. and 6 p.m.
- There shall be no services on Sundays unless otherwise requested by Hays County.
- Deliveries and pickups of units must occur within 48 hours of Hays County requesting unit delivery or removal.

Contractor shall establish and advise the Contract Administrator of internal control procedures to guarantee that each delivery and pickup shall be made as specified. Contractor shall notify the Contract Administrator whenever there is any schedule change or when a delivery, pickup, or cleaning will be missed. Notification must occur within a minimum of twenty-four hours prior to the scheduled occurrence.

Contract holidays are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

No holiday or overtime work is authorized without prior approval of the Contract Administrator. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall: advise the Contract Administrator of the stoppage or delay and advise the Contract Administrator of the alternate service day.

Unit Specifications:
Contractor shall provide the specified number and type of portable toilets and hand washing stations to the locations listed herein. The units provided by the Contractor shall meet all Federal, County and City health and safety regulations. If at any point the County deems the portable toilet and/or hand washing station type and/or quantity, and the frequency of cleanings does not satisfy the needs of the County, then Hays County can request a different quantity and/or type of unit and additional or fewer cleanings. All portable toilet types, hand washing stations, and price per cleaning should be listed in Attachment A.

Contractor shall maintain all units in a clean and sanitary condition and regularly rotate with clean and/or new units whenever necessary, to maintain optimum cleanliness, health and sanitary conditions including but not limited to the following:

- Repair containers as necessary.
  - Repairs to, or exchange of defective units shall be made on or before the next scheduled clean after notice is received from the Contract Administrator or designee
  - Minor repairs may be made on site when approved by the Contract Administrator
- Provide substitute units when maintenance or repair is being performed on units normally provided.
- Exchange units at no additional charge if the County determines units are unsightly, damaged or unusable.

Management and Inspection:
All workmanship, equipment and materials shall be subject to inspection and examination by the Contract Administrator or his/her designee at any time during the performance of the work. The Contract Administrator will conduct routine checks on performance, completion of tasks and cleanliness. All portable toilets and hand washing stations, once emptied and cleaned, shall be returned to the original position.

Safety and Cleanliness:
Contractor shall provide for a neat, clean, and safe environment at all times during all work.

Contractor and his employees shall be of neat appearance and conduct themselves in a professional manner while working for Hays County.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during all work.

Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Accident Prevention and Protection:
Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. Contractor shall leave work site clean and free of any tools and other materials related to the work.

Contractor shall take all necessary precautions to protect existing County equipment, Contractor's equipment, County facilities, and occupants from damages or harm caused by any work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the County. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Spillage:
Contractor shall not allow contents of the portable toilets or handwashing stations to spill during delivery, pickup, or cleaning operations. If spillage occurs, the Contractor shall be responsible for the immediately clean-up of the spillage.

All vehicles used in the performance of the Contractor's duties shall have a broom and pan for sweeping debris. All vehicles used in the performance of the Contractor's duties shall have spill response equipment for containment and clean up.

Damage:
Contractor shall be responsible for County property or privately-owned property damaged by their employees or equipment during performance of duties. Contractor shall notify the Contract Administrator immediately who will inspect and determine the degree of damage including the extent of the responsibility.

Contractor shall promptly report any unusual conditions to the Contract Administrator. This shall include, but not limited to damage to City, County, or State property, trees, shrubs, unauthorized occupancy, etc. resulting from vehicular damage, storm damage, or vandalism.

C. Transition Plan
Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the County. In the transition plan, Proposer must describe the following:

- Individual or group of individuals that will oversee the execution of the transition plan.

- Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- Detailed schedule for the transition.
- Proposed strategies for customer communication regarding the transition of service providers.

D. Attachment A: IFB 2027-B03 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2027-B03 Bid Form. **Identified locations should be priced per unit price/per cleaning/per week. As-Needed units should be priced as unit price per day, per week, and per year.**

All pricing and fees shall include installation and removal of the unit. Equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively.

ESTIMATED QUANTITIES: No warranty is given or implied by the County as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the County.

ADDITIONAL ITEMS/DUTIES: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

E. Qualifications

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.
- Contractor shall perform all specified work using skilled, and licensed employees; supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.
- Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall always have available a dedicated line for facsimile machine, an email address and telephone number for communication between the Contractor and the Contract Administrator.
- The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the County that the Bidder is qualified to properly carry out the terms of the Bid Document

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing, loading, hauling, delivering, etc.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

F. Submittal Requirements

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

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Hays County Purchasing Office upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following site, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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

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

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

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

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

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

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

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

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

MULTIPLE AWARDS can be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

H. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court and will be in effect for a year. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor – Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

I. Warranty of Performance

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

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

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

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

V. GENERAL DEFINITIONS:

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

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

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

VIII. INVOICING/PAYMENTS:

a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
   County Auditor
   1901 Dutton Drive, Ste. E

San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

IX. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

X. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

XI. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

XII. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

XIII. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

XIV. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

XV. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

XVI. CHANGES:

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

XVII. REPRESENTATIONS:

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

XVIII. SUBCONTRACTS:

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

XIX. ASSIGNMENT:

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

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

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

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

XXIII. NON-WAIVER OF DEFAULT:

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

XXIV. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10)

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

XXV. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this Contract.

XXVI. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

XXVII. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XXVIII. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress, or the finding of a completed audit have not been resolved satisfactorily.

XXIX. FORFEITURE OF CONTRACT:

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

XXX. CONTRACTOR CLAIMS NOTIFICATION:

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

XXXI. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

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

XXXIII. CONSTRUCTION OF CONTRACT:

a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

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

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

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

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

XXXVI. MODIFICATIONS:

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

XXXVII. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

XXXVIII. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

a. Name County as additional insured as its interests may appear.
b. Provide County a waiver of subrogation.
c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award.

Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.

e. Submit an original certificate of insurance reflecting coverage as follows:

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

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory | Signature | Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

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

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

□ no properties were identified; or

□ the above listed properties were identified and do not currently owe any taxes; or

□ the above listed properties were identified and currently owe taxes.

_____ _____
Signature Date

_____ _____
Printed Name Title

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

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

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

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

3. Discrimination

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

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

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

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

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

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

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

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

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

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

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

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

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

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to release the performance bond #800241665 in the amount of $4,620,654.75, accept the 2-year maintenance bond #PB03016801567 in the amount of $456,234.94, accept the 1-year revegetation bond #PB03016801054M in the amount $247,261.00, and consider the acceptance of road construction & surface drainage improvements for The Ranch at Caliterra. **SMITH/A.JONES**

Summary

Staff recommends acceptance of construction of roads and drainage improvements, and all regulatory signage as posted. An engineer's concurrence letter has been received. The Transportation Department has inspected and approved the improvements.

Attachments

Backup

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

November 10, 2026

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: The Ranch at Caliterra

Dear Commissioners and Judge:

Quynn Dusek, P.E. with Carlson, Brigance, & Doering, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for The Ranch at Caliterra, accept the 2-year maintenance bond #PB03016801567 in the amount of $456,234.94, accept of the 1-year revegetation bond #PB03016801054M in the amount of $247,261.00, and release the performance bond #800241665 in the amount of $4,620,654.75. A concurrence letter has been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Aaron Jones
Director
Hays County Transportation

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

ENGINEERING CONCURRENCE LETTER
HAYS COUNTY

October 27, 2026

The Ranch at Caliterra
Dripping Springs, TX
CBD #5079

On this day, October 27, 2026, I, the undersigned professional engineer, made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, storm sewers, inlets, water, wastewater and similar construction items.

Sincerely,
CARLSON, BRIGANCE & DOERING, INC. (F-3791)

10/27/2026
QUYNN DUSEK, P.E.

STATE OF TEXAS
QUYNN DUSEK
130416
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Bond No. 800241665

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CF CSLK CALITERRA LLC, as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441 a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Four Million Six Hundred Twenty Thousand Six Hundred Fifty-Four and 75/100 ($4,620,654.75) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: The Ranch at Caliterra – Streets, Drainage, and Erosion Control

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 26th day of March, 2026.

CF CSLK CALITERRA LLC
Principal

By:_____
(Title)

Atlantic Specialty Insurance Company
Surety

By:_____
Brook T. Smith, Attorney-in-Fact

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016801567

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **DNT Construction, LLC** as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto **Hays County** as Obligee, in the penal sum of **Four Hundred Fifty Six Thousand Two Hundred Thirty Four Dollars and 94/100 ($456,234.94)** to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with **Development Solutions CAT, LLC on behalf of the Hays County Development District No. 1** for **The Ranch at Caliterra - Roadway and Surface Drainage** which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than Twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS **9th** day of **October 2026.**

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____
Logan Mulanax, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Raquel Martinez, Rosemarie Mojica, Logan Mulanax and/or Noe Moreno of Whorton Insurance Service** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000 .**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October, 2026

Angelique Cooper, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

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Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016801054M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **DNT Construction, LLC** as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto **Hays County** as Obligee, in the penal sum of **Two Hundred Forty Seven Thousand Two Hundred Sixty One Dollars and 00/100 ($247,261.00)** to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with **Development Solutions CAT, LLC on behalf of the Hays County Development District No. 1** for **The Ranch at Caliterra - Re-Veg** which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of One year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of One year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than Thriteen (13) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS **9th** day of **October 2026.**

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____
Logan Mulanax, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Raquel Martinez, Rosemarie Mojica, Logan Mulanax and/or Noe Moreno of Whorton Insurance Service** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000 .**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October, 2026

Angelique Cooper, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

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1-877-438-7459

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One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

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1-800-252-3439

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P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
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AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve the selection of Heidaker Land Services, Inc. to provide Right-of-Way Acquisition services for the William Pettus project in Precinct 1; and authorize staff and counsel to negotiate a contract.
INGALSBE/A.JONES

Summary:

The attached vendor selection form has been prepared for Heidaker Land Services, Inc. to provide Right-of-Way Acquisition services for the William Pettus project. Commissioners Court action on July 28, 2026, approved the recommendation of award for the RFQ 2026-Q05 Right-of-Way Acquisition Services Pool and the continued use of the Vendor Selection Form. A contract will be brought back to court for consideration of approval and execution.

No Chapter 176 Conflicts or Related Party Disclosures.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: 036-801-96-529.5632_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q05 Right-of-Way Acquisition Services Pool

Auditor's Office

G/L Account Validated Y/N?: Yes, Right of Way Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

WilliamPettus-ROW-Heidaker-VendorSelection

Docusign Envelope ID: 964BC96C-AFA3-8163-829E-17F675B839C7

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	William Pettus	Precinct Number:	1
Prepared By:	Cory Grell	Commissioner:	Debbie Ingalsbe
Project Scope of Work: The proposed William Pettus Road project is from FM 110 to SH 21 and will be a new three-lane divided roadway with shoulders and asphalt pavement. It will include cross culverts and roadside ditches. While the initial construction phase is a three-lane facility, the proposed ROW acquisition footprint is being established to accommodate the ultimate five-lane buildout of the corridor, reducing the need for future ROW acquisitions as the roadway is expanded. The scope is Right-of-Way acquisition services.			

Background Information				
Company Name Heidaker Land Services Inc.		Type of Company Corporation	Type of Work Performed Right-of-Way Acquisition Services	
Street Address 24285 Katy Freeway, Suite 515		Phone Number 281-346-8652	Year Established 2010	
City/State/Zip Katy, Texas 77494		Principal Contact Paul A. Heidaker, President	Email Address pheidaker@heidakerlandservices.com	
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE		D&B # 01-252-6956	Firm's License # N/A (ROW Firm)	
Discipline/s:				
☒ Right-Of-Way	☐ Engineering	☐ CE&I	☐ Grant Writing	☐ Other
☐ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ☒ no		If yes, explain:		
Has the company ever gone through bankruptcy or reorganization? ☐ yes ☒ no		If yes, explain:		

Docusign Envelope ID: 964BC96C-AFA3-8163-829E-17F675B839C7

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	SH 42 Expansion Project	US 59 Expansion Project	SH 31 Expansion Project
• Owner Name	TxDOT Tyler District	TxDOT Lufkin District	TxDOT Waco District
• Duration	2023-2025	2024-2026	2022-2024
• Contract Value	$3,300,000	$2,090,124	$2,000,000
• Provide Brief overview of the project and scope of services provided by Firm.	Project management, right-of-way acquisition, relocation assistance, and eminent domain support services for a roadway widening project that included portions of new-location roadway. Right-of-way activities included title curative services, acquisition negotiations, relocation coordination, and condemnation support. The project involved acquisition of 112 parcels and 12 relocations and required coordination of 14 oil well properties, resolution of complex title and heirship issues, and acquisition of property associated with an active golf course.	Project management, right-of-way acquisition, relocation assistance, and eminent domain support services for a roadway widening project that included sections of new-location roadway. Right-of-way activities included title curative services, property owner negotiations, relocation coordination, and condemnation support. The project involved acquisition of 101 parcels and 32 relocations and required resolution of numerous probate and heirship title issues. Acquisition efforts were successfully completed approximately six months ahead of schedule.	Project management, right-of-way acquisition, relocation assistance, and eminent domain support services for a roadway widening project that included substantial segments of new-location roadway. Right-of-way activities included title curative services, acquisition negotiations, relocation coordination, and condemnation support. The project involved acquisition of 62 parcels and 16 relocations and required extensive coordination with property owners to address severance impacts and maintain property access resulting from the proposed roadway improvements.

Staffing			
President/Principal-in-Charge	Paul A. Heidaker	Years of Experience	36
Proposed Project Manager	Cole A. Heidaker	Years of Experience	9
Proposed ROW Acquisition Manager	John Schneider	Years of Experience	16
Proposed Senior ROW Agent	Matt Chalk	Years of Experience	5
Quality Assurance Certification		Current Active Projects	3
No. of Employees	9 full-time employees in Texas	Current Work Backlog	0

Brief Project Methodology Approach:

Heidaker Land Services, Inc. (HLS) has familiarity with working on ROW projects in Texas and will utilize established relationships with the title companies and appraisers to achieve right-of-way acquisition and maintain a project schedule. The consultant can start this project immediately. The Corporate Project Manager, Paul Heidaker, has 36 years of experience working and managing TxDOT, City and County right of way projects, the Project Manager, Cole Heidaker, has 9 years of experience and the lead Acquisition Manager, John Schneider has 16 years of experience."

Signatures:	
Commissioner Signature:	Signed by: Commissioner Debbie Ingalsbe D872E3CE1B5E45B...
Date:	10/21/2026

Additional Signature:	Signed by: Aaron Jones 834AFE4F4F3B4F9...
Date:	10/21/2026

Docusign Envelope ID: 964BC96C-AFA3-8163-829E-17F675B839C7

Additional Signature:	DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...
Date:	10/21/2026

AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2027-PSA-16) between Hays County and Pape-Dawson Consulting Engineers, LLC. to provide engineering services for the Leah Avenue project in Precinct 1 and amend the budget accordingly. **INGALSBE/A.JONES**

Summary:

Pape-Dawson Consulting Engineers, LLC. has been pre-qualified by Hays County for the requested services on Leah Avenue through RFQ 2026-Q02 and was selected by Commissioners Court action on November 18, 2025 Item I.5. The Professional Services Agreement includes a compensation cap of $601,634.10. The proposed Leah Avenue extension, spanning from CR 269 to Cottonwood Parkway, will feature two 12' lanes with asphalt pavement including a 14' two-way left turn lane (TWLTL). The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: $601,634.10
Line Item Number: 036-801-96-531.5621_400

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: Yes
Comments:
$73,635 - Increase Engineering Operating Expense 036-801-96-531.5621_400
($73,635) - Decrease Right of Way Operating Expense 036-801-96-531.5632_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q02 Professional Engineering Services Pool

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) 2027-PSA-16

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract No. 2027-PSA-16

FIRM: **Pape-Dawson Consulting Engineers, LLC ("Engineer")**
ADDRESS: **10801 N. Mopac Expressway, Bldg 3 – Suite 200, Austin, Texas 78759**
PROJECT: Leah Avenue **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to RFQ 2026-Q02 Professional Engineering Services Pool.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Six hundred one thousand six hundred thirty-four and 10/100 Dollars ($601,634.10)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, 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. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to proceed with the applicable

Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Brian Allen, P.E.
Pape-Dawson Consulting Engineers, LLC
10801 N. Mopac Expressway
Bldg 3, Suite 200
Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or

determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) 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, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

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.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. 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.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Brian Allen, P.E.**
Pape-Dawson Consulting Engineers, LLC
10801 N. Mopac Expressway Bldg 3, Suite 200
Austin, Texas 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

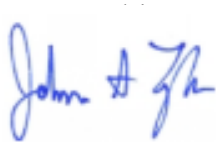
HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Pape-Daw ineers, LLC

By:  _____

Printed Name: John Tyler, P.E., RAS

Title: Managing Principal, Transportation

Date: October 13, 2026

APPROVED
By Carlos Lopez at 3:04 pm, Oct 28, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Code of Ethics for Hays County

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

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

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

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

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

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

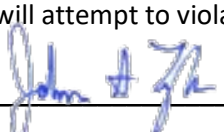
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

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

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

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

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

Signature: 

Print Name & Title: John Tyler, P.E., RAS Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 10/02/26

Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

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

2. Definitions

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

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

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

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

3. Guidelines

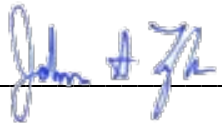
   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

   b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature: 

Print Name & Title: John Tyler, P.E., RAS Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 10/02/26

Hays County House Bill 89 Verification

I, John Tyler, P.E., RAS (Person name), the undersigned representative of Pape-Dawson Consulting Engineers, LLC (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

10/02/2026
Date

On this 2nd day of October, 20 26, personally appeared John Tyler, P.E., RAS, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

STACEY K. DE LA ROSA
Notary Public in and for the State of Texas

10/02/26
Date



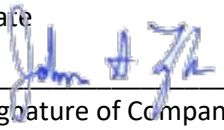
Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Pape-Dawson Consulting Engineers, LLC	October 02, 2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

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

Pape-Dawson Consulting Engineers, LLC	10/02/26
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

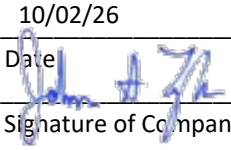
Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Pape-Dawson Consulting Engineers, LLC	10/02/26
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

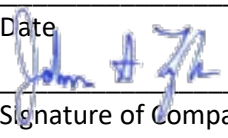
Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Pape-Dawosn Consulting Engineers, LLC	10/02/2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name	Signature	Date

Certification Check Performed by Hays County Purchasing

Pape-Dawson Engineers, LLC 2027-PSA/LE

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

11.4.25 Nov. 18, 2025

Date ~~IFB/RFP/RFQ Number~~ Vendor Selection

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Pape-Dawson Consulting Engineers, LLC
Name of Firm

Signature of Certifying Official

Managing Principal, Transportation
Title of Certifying Official

John Tyler, P.E., RAS
Printed Name of Certifying Official

10/02/2026
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by John Tyler, P.E., RAS on this the 2nd day of October, 20 26, on behalf of said Firm.

STACEY K DE LA ROSA
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 12/14/27

STACEY K. DE LA ROSA NOTARY PUBLIC STATE OF TEXAS EXPIRES DECEMBER 14, 2027 NOTARY ID: 134681977

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

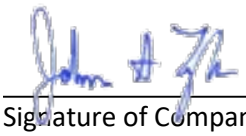
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  ✓ Does not own taxable property in Hays County, or;

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

Pape-Dawson Consulting Engineers, LLC
Name of Contracting Company

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


Signature of Company Official Authorizing Bid/Offer

John Tyler, P.E., RAS
Printed Name

Managing Principal, Transportation
Title

Jtyler@pape-dawson.com
Email Address

210-375-9000
Phone

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

☑ no properties were identified; or

☐ the above listed properties were identified and do not currently owe any taxes; or

☐ the above listed properties were identified and currently owe taxes.

Stephanie Hunt 11.4.20
Signature Date

Stephanie Hunt Purchasing Agent
Printed Name Title

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Pape-Dawson Consulting Engineers, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

John Tyler, P.E., RAS

Name of signatory

Signature

10/02/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Related Party Disclosure Form

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

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

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Pape-Dawson Consulting Engineers, LLC	
Name of Vendor	
	Managing Principal, Transportation
Signature of Certifying Official	Title of Certifying Official
John Tyler, P.E., RAS	10/02/26
Printed Name of Certifying Official	Date

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

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

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

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Leah Avenue Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued on Next Page

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Pape-Dawson Engineers	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Vice President	$390.00
Associate Vice President	$380.00
Principal	$375.00
Senior Technical Advisor	$360.00
Senior Project Manager	$315.00
Project Manager	$240.00
Assistant Project Manager	$205.00
Senior Project Engineer	$230.00
Project Engineer	$200.00
Engineer IV	$180.00
Engineer III	$160.00
Engineer II	$150.00
Engineer I	$140.00
Billing Administrator	$140.00
Project Controls Specailist	$135.00
Technician	$135.00
Administrative Assistant	$120.00
Senior Environmental Archeologist/Geologist/Scientist	$250.00
Project Environmental Archeologist/Geologist/Scientist	$160.00
Staff Environmental Archeologist/Geologist/Scientist	$120.00
Sr Utility Coordinator	$250.00
Utility Coordinator	$200.00
Utility Designer	$155.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Pape-Dawson Engineers		
DESIGN		
DIRECT EXPENSES		**Unit**
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Cardstock Color	$1.00	each
Photocopies B/W (11" x 17")	$0.25	each
Photocopies B/W (8 1/2" x 11")	$0.15	each
Photocopies Color (11' X 17')	$1.25	each
Photocopies Color (8 1/2" x 11")	$1.00	each
Plots (B/W on Bond)	$1.00	per sq. ft.
Plots (Color on Bond)	$1.75	per sq. ft.
Plots (Color on Photographic Paper)	$5.00	per sq. ft.
4-Hour TMC Counts	$400.00	per intersection
12-Hour TMC Counts	$1,100.00	per intersection
24-Hour TMC Counts	$250.00	per counter
Regulatory Database Report	$400.00	each
Mobilization for Unmanned Aerial systems	$7,500.00	per project
Control Monuments	$100.00	each
Technical Webviewer Updates and Enhancements (includes necessary ITD compliance testing, system integration, and support)	$235.00	per hour

Pape-Dawson Engineers	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Survey Department Manager	$265.00
Survey Project Manager	$210.00
Project Surveyor	$185.00
Surveyor-In-Training	$170.00
Senior Survey Tech	$160.00
Survey Tech	$155.00
Field Coordinator	$160.00
1-Man Survey Crew	$130.00
2-Man Survey Crew	$210.00
3-Man Survey Crew	$280.00
Practice Leader/Certified Photogrammetrist	$250.00
Geospatial Services Manager	$200.00
Geospatial Production Manager	$175.00
Geospatial Technician	$160.00
Lidar Technologist	$160.00
Photogrammetric Technician	$135.00
Fixed Wing Flight Crew	$220.00
Helicopter Flight Crew	$236.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	

American Structurepoint, Inc.	
DRAINAGE ENGINEER	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Project Manager	$328.00
QAQC	$334.00
Project Manager	$268.00
Senior Project Engineer	$228.00
Project Engineer	$193.00
EIT	$170.00
Senior Technician	$215.00
Admin/Clerical	$100.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Photocopies Color (8 1/2" x 11")	$0.49	each
FEMA FOIA Request	$350.00	each

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Omid Rezaee
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: omid.rezaee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			7012316633	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7012296190	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			G48685596002	02/28/2026	02/28/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012316647	02/28/2026	02/28/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			03145815	02/28/2026	02/28/2027	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability
(See Attached Descriptions)

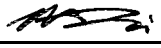
CERTIFICATE HOLDER

Hays County Purchasing.
c/o: Stephanie Hunt
712 S. Stagecoach Trailer, Suite 1012
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

and Employers Liability. 30-Day Notice of Cancellation.
****

NAMED INSUREDS: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.; Morris Engineering and Consulting, LLC; Morris Engineering and Consulting, LLC; Sovereign's Engineering & Surveying Holdings Inc. DBA Gaskins + LeCraw; Bonnett Design Group, LLC; Innerlight Engineering Corporation; Innerlight Engineering, LLC; Coffman Associates, Inc; Prism Engineering & Design Group, LLC; BHC, Inc.; Brungardt Honomichl & Company, P.A.; BHC, LLC, Pape-Dawson California, Inc

Re: Hays County, Texas, its directors, officers and employees are additional insureds as required by written contract.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No: 7012316633
Endorsement No:
Effective Date: 2/28/2026

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CNA

CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-13) between Hays County and Kimley-Horn and Associates, Inc. to provide Design services for the FM 2001 East project in Precinct 1. **INGALSBE/A.JONES**

Summary:

Kimley-Horn and Associates, Inc. has been pre-qualified by Hays County for the requested services on the FM 2001 project (from the limits of FM 2001 north of Satterwhite Road, to southeast of SH 21/Hays County/Caldwell County line) through RFQ 2026-Q02. The Professional Services Agreement includes a compensation cap of $145,713.00 to conduct an environmental re-evaluation. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: $145,713.00
Line Item Number: 036-801-96-644.5621_400

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q02 Professional Engineering Services Pool

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) 2027-PSA-13

HAYS COUNTY
CONTRACT FOR ENGINEERING
SERVICES Contract No. 2027-PSA-13

FIRM: **Kimley-Horn and Associates, Inc.("Engineer")**
ADDRESS: **501 S Austin Ave, Suite 1310, Georgetown, TX 78626**
PROJECT: FM 2001 Environmental Re-Evaluation **("Project")**

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

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to RFQ 2026-Q02 Professional Engineering Services Pool.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one hundred forty-five thousand seven hundred and thirteen Dollars ($145,713.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, 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. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to proceed with the applicable

Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Austin Helton, P.E.
Kimley-Horn and Associates, Inc.
501 S Austin Ave, Suite 1310
Gerogetown, TX 78626

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's

Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) 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, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

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.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. 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.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: Austin Helton, P.E.
Kimley-Horn and Associates, Inc.
501 S Austin Ave, Suite 1310
Georgetown, TX 78626

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Kimley-Horn and Associates, Inc.

By: _____

Printed Name: Trey Neal

Title: Senior Vice President

Date: October 27, 2026

APPROVED
By Carlos Lopez at 4:59 pm, Oct 29, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Code of Ethics for Hays County

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

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

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

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

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

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

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

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

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

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

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

Signature: Santiago A. Araque Rojas

Print Name & Title: Santiago A. Araque Rojas, PE | Vice President

Company Name: Kimley-Horn and Associates, Inc.

Date: 10/2/2026

Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

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

2. Definitions

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

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

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

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

3. Guidelines

   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

   b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature: Santiago A. Araque Rojas

Print Name & Title: Santiago A. Araque Rojas, PE | Vice President

Company Name: Kimley-Horn and Associates, Inc.

Date: 10/2/2026

Hays County House Bill 89 Verification

I, Santiago A. Araque Rojas, PE (Person name), the undersigned representative of Kimley-Horn and Associates, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Santiago A. Araque Rojas

Signature of Company Representative

10/2/2026

Date

On this 2 day of October, 20 26, personally appeared Santiago A. Araque Rojas, PE, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

GIULIANA NOBOA
Notary Public, State of Texas
Comm. Expires 08-18-2030
Notary ID 135568706

Giuliana Noboa

Notary Public in and for the State of Texas

10/2/2026

Date

Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Kimley-Horn and Associates, Inc.	10/2/2026
Company Name	Date
Santiago A. Araque Rojas, PE	Santiago A. Araque Rojas
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

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

Kimley-Horn and Associates, Inc.	10/2/2026
Company Name	Date
Santiago A. Araque Rojas, PE	Santiago A. Araque Rojas
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Kimley-Horn and Associates, Inc.	10/2/2026
Company Name	Date
Santiago A. Araque Rojas, PE	Santiago A. Araque Rojas
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Kimley-Horn and Associates, Inc.	10/2/2026
Company Name	Date
Santiago A. Araque Rojas, PE	Santiago A. Araque Rojas
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Kimley-Horn and Associates, Inc. 2021-PSA-13

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

11.4.20 CC Approval - December 14, 2020

Date Vendor Selection Approval or IFB/RFP/RFQ Number

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kimley-Horn and Associates, Inc.
Name of Firm

Santiago A. Araque Rojas
Signature of Certifying Official

Vice President
Title of Certifying Official

Santiago A. Araque Rojas, PE
Printed Name of Certifying Official

10/2/2026
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Santiago A. Araque Rojas, PE on this the day of Oct. 2, 20 26, on behalf of said Firm.

Giuliana Noboa
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

GIULIANA NOBOA
Notary Public, State of Texas
Comm. Expires 08-18-2030
Notary ID 135568706

My commission expires: 08-18-2030

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   X Does not own taxable property in Hays County, or;
   X Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Kimley-Horn and Associates, Inc.
Name of Contracting Company

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

Santiago A. Araque Rojas
Signature of Company Official Authorizing Bid/Offer

10/2/2026
Date

Santiago A. Araque Rojas, PE
Printed Name

Vice President
Title

santiago.araque@kimley-horn.com
Email Address

512.418.4514
Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

☑ no properties were identified; or

☐ the above listed properties were identified and do not currently owe any taxes; or

☐ the above listed properties were identified and currently owe taxes.

Stephanie Hunt
Signature

11.4.26
Date

Stephanie Hunt
Printed Name

Purchasing Agent
Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Kimley-Horn and Associates, Inc.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Santiago A. Araque Rojas, PE	Santiago A. Araque Rojas	10/2/2026
Name of signatory	Signature	Date

Related Party Disclosure Form

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

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

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

N/A

Employee Name Title

Section B: Former Hays County Employee

N/A

Employee Name Title Date of Separation from County

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

N/A

Hays Employee/Former Hays Employee Name Title

N/A

Name of Person Related Title Relationship

Section D: No Known Relationships

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

There are no known relationships between Kimley-Horn staff and Hays County employees.

Attach additional pages if necessary.

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

Kimley-Horn and Associates, Inc.	
Name of Vendor Santiago A. Araque Rojas	Vice President
Signature of Certifying Official	Title of Certifying Official
Santiago A. Araque Rojas, PE	10/2/2026
Printed Name of Certifying Official	Date

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

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

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

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1525166

Date Filed:
10/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley Horn and Associates, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2027-PSA-13
Re-Evaluation Project FM 2001 (0.45 mi north of Satterwhite Road to east of SH 21)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flanagan, Tammy	Austin, TX United States	X	
Keil, Ashley	Austin, TX United States	X	
McEntee, David	Austin, TX United States	X	
Mutti, Brent	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Santiago A. Araque Rojas, and my date of birth is 03/03/1989.

My address is 10814 Jollyville Rd., Campus IV, Suite 200, Austin (city), TX (state), 78759 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Austin County, State of Texas, on the 6th day of October (month), 20 26 (year).

Santiago A. Araque Rojas

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop FM 2001 Environmental Re-Evaluation Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued on Next Page

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

KIMLEY-HORN AND ASSOCIATES	
DESIGN	
CLASSIFICATIONS	RATE PER HOUR
DESIGN TECHNICAL SUPPORT (0+ YEARS)	$135.00
DESIGN SENIOR TECHNICAL SUPPORT (10+ YEARS)	$205.00
DESIGN ANALYST I (0+ YEARS)	$180.00
DESIGN ANALYST II (2+ YEARS)	$215.00
DESIGN PROFESSIONAL (4+ YEARS)	$240.00
DESIGN SENIOR PROFESSIONAL I (8+ YEARS)	$285.00
DESIGN QA/QC MANAGER (15+ YEARS)	$330.00
FACT WITNESS	$425.00
ADMINISTRATION/CLERICAL (0+ YEARS)	$120.00
PROJECT CONTROL SPECIALIST (0+ YEARS)	$150.00
PROJECT CONTROL SPECIALIST SENIOR (10+ YEARS)	$200.00
GRAPHIC DESIGNER (0+ YEARS)	$135.00
SENIOR GRAPHIC DESIGNER (10+ YEARS)	$190.00
ENVIRONMENTAL ANALYST (0+ YEARS)	$150.00
ENVIRONMENTAL PROFESSIONAL (4+ YEARS)	$195.00
ENVIRONMENTAL SENIOR PROFESSIONAL I (8+ YEARS)	$250.00
ENVIRONMENTAL SENIOR PROFESSIONAL II (15+ YEARS)	$300.00
SURVEY TECHNICAL SUPPORT (0+ YEARS)	$150.00
SURVEY SENIOR TECHNICAL SUPPORT (10+ YEARS)	$180.00
SURVEY ANALYST (0+ YEARS)	$170.00
SURVEY PROFESSIONAL (4+ YEARS) (RPLS)	$200.00
SURVEY SENIOR PROFESSIONAL I (8+ YEARS) (RPLS)	$230.00
SURVEY SENIOR PROFESSIONAL II (15+ YEARS) (RPLS)	$280.00

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The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

KIMLEY-HORN AND ASSOCIATES	
DESIGN	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Certified Mail (Right-of-Entry Letters)	Current Postal Rate
8 1/2" X 11" B/W Paper Copies	$0.10/Each
8 1/2" X 11" Color Paper Copies	$1.00/Each
11" X 17" B/W Paper Copies	$0.15/Each
11" X 17" Color Paper Copies	$1.80/Each
Plots (B/W on Bond)	$1.00/SF
Plots (Color on Bond)	$2.00/SF
Color graphics on Foam Board	$5.50/SF
Presentation Boards up to 48" x 60" Color Mounted	$75.00/Each
Report Binding and Tabbing (includes labor and supplies)	$10.00/Each
Environmental Database Report	Actual Cost
Historic Topographic Maps	Actual Cost
Historic Fire Insurance Maps	Actual Cost
Current/Historic Aerial Photographs	Actual Cost
Historic City Directories	Actual Cost
Regulatory Agency File Review Fees	Actual Cost

STV	
DESIGN	
CLASSIFICATIONS	RATE PER HOUR
Project Manager	$350.00
Sr. QC Reviewer	$250.00
QC Reviewer	$183.00
Senior Technical Advisor	$400.00
Senior Project Engineer	$300.00
Project Engineer II	$240.00
Project Engineer I	$215.00
Design Engineer II	$180.00
Design Engineer I	$160.00
EIT II	$135.00
EIT I	$115.00
Sr Engineer Technician	$165.00
Engineer Technician	$125.00
CADD Operator	$100.00
Admin/Clerical	$130.00
Survey Senior Project Manager	$225.00
Survey Project Manager	$195.00
Senior Survey Technician	$120.00
Survey Technician	$105.00
1-Person Survey Crew	$125.00
2-Person Survey Crew	$180.00
3-Person Survey Crew	$220.00
SUE Sr. Project Manager	$195.00
SUE Project Manager	$120.00

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STV	
DESIGN	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Meals w/overnight	per Hays County Travel Policy
Meals without overnight	per Hays County Travel Policy
Lodging	per Hays County Travel Policy
Lodging taxes and fees	per Hays County Travel Policy
Rental car	per Hays County Travel Policy
Postage	Current Postal Rate
8 1/2" X 11" B/W Paper Copies	$0.10/Each
8 1/2" X 11" Color Paper Copies	$1.00/Each
11" X 17" B/W Paper Copies	$0.15/Each
11" X 17" Color Paper Copies	$1.80/Each
Plots (B/W on Bond)	$1.00/SF
Plots (Color on Bond)	$2.00/SF
Cardstock Color (8 1/2"x11")/each	$1.00/each
Every Door Direct Mailer	Actual Cost

STANTEC	
DESIGN	
CLASSIFICATIONS	RATE PER HOUR
PRINCIPAL INVESTIGATOR	$200.00
ARCHITECTURAL HISTORIAN SR.	$165.00
ARCHITECTURAL HISTORIAN	$140.00
TECH EDITOR	$130.00
ENVIRONMENTAL SCIENTIST SR.	$170.00
ADMINISTRATIVE/CLERICAL	$130.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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STANTEC	
DESIGN	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Meals w/overnight	per Hays County Travel Policy
Meals without overnight	per Hays County Travel Policy
Lodging	per Hays County Travel Policy
Lodging taxes and fees	per Hays County Travel Policy
Rental car	per Hays County Travel Policy
Postage	Current Postal Rate
Field Truck	$100/Day
Environmental Database Report	Actual Cost
Historic Topographic Maps	Actual Cost
Historic Fire Insurance Maps	Actual Cost
Current/Historic Aerial Photographs	Actual Cost
Historic City Directories	Actual Cost
Regulatory Agency File Review Fees	Actual Cost

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** EPIC Construction & Design COI Team **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** CnDCerts@epicbrokers.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** New Hampshire Insurance Company 23841 **INSURER C :** Lloyd's of London 85202 **INSURER D :** Columbia Casualty Company 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1052810958 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2027-PSA-13 | Re-Evaluation Project FM 2001 (0.45 mi north of Satterwhite Road to east of SH 21). Hays County, TX, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

Hays County
712 S. Stagecoach Trail, Suite 1012
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 1 of the Professional Services Agreement between Hays County and Quiddity Engineering, LLC for the Centerpoint Road project in Precinct 3 to add further subconsultant labor rate categories. **HAMMER/A.JONES**

Summary:

The requested Amendment No. 1 updates Exhibit D (Rate Schedule) to add subconsultant rate categories to the approved list of rates, which were not previously included in the Professional Services Agreement. No changes to the scope of services or existing compensation cap are proposed.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 036-803-96-773.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: Vendor added subconsultant rate categories but did not adjust the original not to exceed dollar threshold.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254 (original contract approved 12.16.25)

Auditor's Office

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

20261110-CenterpointRoad-Quiddity-Design-PSA-2026-PSA-29-AmendmentNo.1

CONTRACT AMENDMENT NO. __1__
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD IMPROVEMENTS

Contract No. 2026-PSA-29

PROJECT:

CENTERPOINT ROAD OVERPASS (FM 2439/HUNTER ROAD TO I-35) **("Project")**

THIS CONTRACT AMENDMENT NO. __1__ to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and __Quiddity Engineering___ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective ___December 16_, 2025 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $__2,619,125.15__; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:	**COUNTY:**
By: QUIDDITY ENGINEERING, LLC	By:
Stephen Berckenhoff	
Signature	Signature
STEPHEN G. BERCKENHOFF, PE	
Printed Name	Printed Name
Senior Vice President	
Title	Title
October 29, 2026	
Date	Date

APPROVED
By Carlos Lopez at 5:06 pm, Oct 29, 2026

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

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Quiddity Engineering LLC	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Professional Engineer V (Project Manager)	$ 295.00
Professional Engineer IV	$ 275.00
Professional Engineer III	$ 234.00
Professional Engineer II	$ 204.00
Professional Engineer I	$ 177.00
Graduate Engineer II	$ 165.00
Graduate Engineer I	$ 135.00
CAD Operator I	$ 100.00
CAD Operator III	$ 130.00
Designer II	$ 165.00
GIS I	$ 105.00
GIS II	$ 140.00
Electrical Graduate Engineer II	$ 175.00
Electrical Professional Engineer III	$ 260.00
Electrical Professional Engineer IV	$ 290.00
Engineer's Assistant I	$ 85.00
Admin II	$ 105.00
Admin III	$ 135.00
Accountant	$ 145.00
Survey Manager	$ 265.00
Registered Professional Land Surveyor	$ 225.00
Project Surveyor I	$ 125.00
Survey Technician II	$ 120.00
2-Person Field Crew	$ 210.00
3-Person Field Crew	$ 255.00
Structural Graduate Engineer I	$ 140.00
Structural Graduate Engineer II	$ 170.00
Structural Professional Engineer I	$ 200.00
Structural Professional Engineer II	$ 225.00
Structural Professional Engineer III	$ 255.00
Structural Professional Engineer IV	$ 280.00
Structural Professional Engineer V	$ 300.00
Senior Structural Designer	$ 205.00
Senior Env PM II	$ 240.00
Env Project Manager II	$ 185.00
Env Scientist III	$ 100.00
Env Scientist II	$ 90.00
Env Scientist I	$ 85.00
QAQC Specialist III	$ 195.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such

rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Plots (B/W on Bond)	Actual Cost
Plots (Color on Bond)	Actual Cost
GPS	$40/day
Terrestrial Scanner (actual time in use)	$100/hr
Railroad Insurance	$3,500.00

Raba Kistner Inc.	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Director	$205.00
Assistant Director	$175.00
Project Manager	$145.00
Env. Geologist	$115.00
Principal Archeologist	$120.00
Env. Scientist	$101.00
Project Archeologist	$116.00
GIS Analyst	$122.00
Business Manager	$92.00
Clerical / Technical Editor	$76.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES

Raba Kistner Inc.	
ENVIRONMENTAL	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Plots (B/W on Bond)	Actual Cost
Plots (Color on Bond)	Actual Cost
Equipment Truck	$75/day
Photoiniozation Detector	$75/day
Environmental Testing Laboratory	$2,153/ea
Geo XT	$135/day
Curation	$800.00
TexSite Form	$110.00

HVJ Associates	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Project Principal	$225.00
Project Manager	$185.00
Senior Engineer	$195.00
Project Engineer	$165.00
Staff Engineer, EIT	$145.00
Engineering Tech	$95.00
Geologist	$135.00
Clerical / Technical Editor	$80.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES

HVJ Associates	
GEOTECHNICAL & MATERIALS TESTING	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail — oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Lodging	Actual Cost
Lodging Taxes	Actual Cost
Meals Day/person	$63/day
Bulk Laboratory Testing	
Laboratory Compaction Characteristics of Soil Using Standard Effort	$310/each
California Bearing Ratio (CBR) Of Laboratory-Compacted Soils (Single Sample without MD Curve)	$440/test
Unconfined Compressive Strength (Soil)	$86/each
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	$700/each
Unconfined Compressive Strength (Rock)	$115/each
Borehole Grouting - Bentonite Chips	$16/LF
Pavement Coring	
(b) 6-in. diameter cores	$48/inch
Core Repair/Patch Asphalt Cold Mix	$102/each
Non Destructive Deflection Testing	
Falling Weight Deflection (FWD)	$4,000/day
FWD Mobilization	$750/trip
Laboratory Testing for Soils	
Determining Moisture Content in Soil Materials	$36/each
Determining Liquid Limits Of Soils	$62/each
Determining Plastic Limit Of Soils	$62/each
Calculating the Plasicity Index of Soils	$55/each
Particle Size Analysis of Soils	$210/each
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	$80/each
Soil-Lime Testing - Part 3	$420/each
Determining Soil pH	$73/each
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils - Single Stage	$2,200/each
Determining Sulfate Content in Soils - Colorimetric Method	$156/each

HVJ Associates	
GEOTECHNICAL & MATERIALS TESTING	
Soil/Rock Boring with Standard Penetration Test (SPT) Drilling and Geotech Manual Sampling/Coring (< 60 ft.)	$48/LF
Soil/Rock Boring with Standard Penetration Test (SPT) Drilling and Geotech Manual Sampling/Coring (< 60 ft.)	$55/LF
Drilling Rig Mobilization	$750/trip
Standby Hours	$300/hour

AGENDA ITEM REQUEST FORM: I. 6.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No. 7 in the amount of $37,655.12 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **HAMMER/A.JONES**

Summary:

The requested Change Order increases the not-to-exceed contract amount by $37,655.12, from $521,198.32 to $558,853.44, and amends Exhibits A & B. This will authorize additional funding required to complete final project development activities, including final Contributing Zone Plan coordination, Wimberley ISD parcel staking, tree evaluation exhibits, additional updates to the 100% plans, and Construction Management Plan updates required for TxDOT review and approval. No additional schedule extension is requested. This effort will be funded through the Transportation Department budget.

Fiscal Impact:

Amount Requested: $37,655.12
Line Item Number: 020-710-00.5448_008

Budget Office:

Source of Funds: Road and Bridge General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments: The original contract in 2019 was procured through a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). This change order will increase the current contract value by 11%, but the overall contract since initial contract 53%.

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Consultant Expense
New Revenue Y/N?: N/A
Comments:

Attachments

RM12MountainCrest&SkylineDrive(Design)-BGE-ChangeOrderNo7

Hays County Transportation Department Change Order Request Form

Date: 10/19/2026 Contract Performance Date: 8/6/2019

Project Name: RM 12 safety improvements near the intersection of Mountain Crest and Skyline

Contract number: 26-777-034

Contractor/Consultant: BGE, Inc.

Change Order Number: 7

Change in Scope Necessitating Change-Order:

Complete Contributing Zone Plan updates, Wimberly parcel staking, Construction Management Plan updates, tree survey exhibits and resubmit packages to GEC and TxDOT

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$365,754.00
Net Amount of Previously Authorized Change Order:	$155,444.32
Net Amount for this requested change order:	$37,655.12
Total Contract Amount with all change orders:	$558,853.44
Original Contract Performance Length:	498 Days
Net previous schedule change orders:	2265 Days
Net Schedule adjustment requested this change order:	0 Days
Total performance days with change orders:	2763 Days

Contractor: John W Tuley Sign: John W. Tuley Date: 10/19/2026

Hays County: Sign: Date:

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

APPROVED
By Carlos Lopez at 4:14 pm, Oct 19, 2026

Exhibit A-7

SCOPE OF WORK

FC 120 ENVIRONMENTAL

The following Services have already been completed

1. Contributing Zone Plan Modification

Finalize CZP documentation with GEC, TxDOT and TCEQ.

FC 130 RIGHT OF WAY DATA

The following Service has already been completed

1. PARCEL COORDINATION

The Engineer shall provide exhibits as needed for condemnation hearings with property owners. The engineer shall attend condemnation hearings and make preparations as needed.

FC 150 FIELD SURVEY

The following Service has already been completed

1. Survey Proposed ROW

The Engineer shall provide ROW staking along proposed ROW for the Wimberley ISD Parcel.

FC 160 ROADWAY DESIGN CONTROLS

The Following Services have yet to be completed

1. Plans for Ready to Let Submittals shall be in accordance with the TxDOT Criteria.

A. The ENGINEER will update 100% plan set for ready to let submittal

FC 163 MISCELLANEOUS ROADWAY

The following Service has already been completed

1. Tree Evaluation and Exhibits

The Engineer shall prepare tree exhibits to determine number and location of trees that will be removed.

The Following Services have yet to be completed

2. Submittal Preparation

The Engineer shall prepare submittal packages for changes to previous submitted plans. Submittal packages shall include: plans portfolio, cross sections, certifications, contract schedule, cost estimate, TxDOT forms (Form 1002, Form 2229, Form 2699), general notes, and additional miscellaneous items.

Deliverables:

i. Ready to Let Submittal

FC 351 BID PHASE SERVICES

The following Service has yet to be completed

1. Update Construction Management Plan

PRIME PROVIDER NAME: BGE, INC.
HAYS COUNTY
PROJECT NAME: RM 12 at Mountain Crest/Skyline Drive
SUPPLEMENTAL WA No. 7 to WA No. 1

EXHIBIT B-6-FEE SCHEDULE

	SUMMARY			
	BGE		TOTAL	
FUNCTION CODE	HOURS	FEES	HOURS	FEES
120	20	$4,569.28	20	$4,569.28
130	14	$2,884.38	14	$2,884.38
150	18	$3,954.02	18	$3,954.02
160	42	$8,502.76	42	$8,502.76
161	0	$0.00	0	$0.00
162	0	$0.00	0	$0.00
163	69	$14,595.93	69	$14,595.93
164	0	$0.00	0	$0.00
351	14	$ 3,148.75	14	$3,148.75
ODE		$0.00	0	$0.00
TOTAL	177	$ 37,655.12	177	**$37,655.12**

EXHIBIT B-7-FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.
SUPPLEMENTAL NO.7 TO WORK AUTHORIZATION NO. 1

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	SURVEY DIRECTOR	RPLS	SURVEY TECH.	SURVEY FIELD CREW	CLERICAL	TOTAL LABOR HRS. & COSTS
ENVIRONMENTAL STUDIES (FC 120)																								
CZP MOD	2		2			6	10																	0 20
HOURS SUB-TOTALS	2	0	2	0	0	6	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	222.33	228.34	126.19	201.31	96.14	
TOTAL LABOR COSTS	$624.94	$0.00	$543.22	$0.00	$0.00	$1,478.22	$1,922.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,569.28
% DISTRIBUTION OF STAFFING	14.3%	0.0%	14.3%	0.0%	0.0%	42.9%	71.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (FC120)																								**$4,569.28**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECHNICIAN	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	SURVEY DIRECTOR	RPLS	SURVEY TECH.	SURVEY FIELD CREW	CLERICAL	TOTAL LABOR HRS. & COSTS
RIGHT OF WAY DATA (FC 130)																								
PARCEL COORDINATION	2			4				8																0 14
HOURS SUB-TOTALS	2	0	0	4	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	222.33	228.34	126.19	201.31	96.14	
TOTAL LABOR COSTS	$624.94	$0.00	$0.00	$1,057.60	$0.00	$0.00	$0.00	$1,201.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,884.38
% DISTRIBUTION OF STAFFING	14.3%	0.0%	0.0%	28.6%	0.0%	0.0%	0.0%	57.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (FC 130)																								**$2,884.38**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECHNICIAN	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	SURVEY DIRECTOR	RPLS	SURVEY TECH.	SURVEY FIELD CREW	CLERICAL	TOTAL LABOR HRS. & COSTS
FIELD SURVEY (FC 150)																								
SURVEY PROPSED ROW	2																			4		12		18 0
HOURS SUB-TOTALS	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	12	0	18
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	222.33	228.34	126.19	201.31	96.14	
TOTAL LABOR COSTS	$624.94	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$913.36	$0.00	$2,415.72	$0.00	$3,954.02
% DISTRIBUTION OF STAFFING	14.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	28.8%	0.0%	85.7%	0.0%	
SUBTOTAL (FC 150)																								**$3,954.02**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	SURVEY DIRECTOR	RPLS	SURVEY TECH.	SURVEY FIELD CREW	CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN CONTROLS (FC 160)																								
ROADWAY DESIGN																								
100% PLANS UPDATTES	2	2				2	8		8															22
RTL PLANS	1	1				2	8		8															20
HOURS SUB-TOTALS	3	3	0	0	0	4	16	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	222.33	228.34	126.19	201.31	96.14	
TOTAL LABOR COSTS	$937.41	$811.23	$0.00	$0.00	$0.00	$985.48	$3,076.64	$0.00	$2,692.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,502.76
% DISTRIBUTION OF STAFFING	7.14%	7.14%	0.00%	0.00%	0.00%	9.52%	38.10%	0.00%	38.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC 160)																								**$8,502.76**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	SURVEY DIRECTOR	RPLS	SURVEY TECH.	SURVEY FIELD CREW	CLERICAL	TOTAL LABOR HRS. & COSTS
MISCELLANEOUS (ROADWAY) (FC 163)																								
QUANTITIES, SPECIFICATIONS & ESTIMATE:																								0
TREE EVALUATION AND EXHIBITS	2						4		2															8
SUBMITT READY TO LET	2	4				8	16		16															46
CERTIFICATIONS, FORMS 1002 & 2229 (90%, 100%, FINAL)	2	1				4	8																	15
	6	5	0	0	0	12	28	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17					96.14	
TOTAL LABOR COSTS	$1,874.82	$1,352.05	$0.00	$0.00	$0.00	$2,956.44	$5,384.12	$0.00	$3,028.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,595.93
% DISTRIBUTION OF STAFFING	8.70%	7.25%	0.00%	0.00%	0.00%	17.39%	40.58%	0.00%	26.09%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC 163)																								**$14,595.93**

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	ENV. QA/QC MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	ENV. TASK LEADER	ARCH-EOLOGIST	SENIOR GIS TECH	GIS TECH	JR. ENV. SCIENTIST	SURVEY DIRECTOR	RPLS	SURVEY TECH.	SURVEY FIELD CREW	CLERICAL	TOTAL LABOR HRS. & COSTS
BID PHASE ERVICES (FC 351)																								
CONSTRUCITON MANAGEMENT PLAN UPDATES	1	2		1		2	8																	14
HOURS SUB-TOTALS	1	2	0	1	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
CONTRACT RATE PER HOUR	312.47	270.41	271.61	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	174.26	167.57	162.24	162.24	114.17	222.33	228.34	126.19	201.31	96.14	
TOTAL LABOR COSTS	$312.47	$540.82	$0.00	$264.40	$0.00	$492.74	$1,538.32	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,148.75
% DISTRIBUTION OF STAFFING	7.14%	2.90%	0.00%	1.45%	0.00%	2.90%	11.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC351)																								**$3,148.75**

DESCRIPTION	TOTAL MH BY FC	TOTAL COSTS BY FC
ENVIRONMENTAL STUDIES (FC 120)	20	$4,569.28
RIGHT OF WAY DATA (FC 130)	14	$2,884.38
FIELD SURVEY (FC 150)	18	$3,954.02
ROADWAY DESIGN CONTROLS (FC 160)	42	$8,502.76
MISCELLANEOUS (ROADWAY) (FC 163)	69	$14,595.93
BID AND CONSTRUCTION SERVICES (FC 351)	14	$3,148.75
SUBTOTAL LABOR EXPENSES	177	**$37,655.12**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$37,655.12
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	$37,655.12

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Jennifer Doinoff, Elections Administrator

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to canvass the November 3, 2026 General Election results. **BECERRA/DOINOFF**

Summary

Pursuant to Sec. 67.003 of the Texas Election Code, the commissioners court must canvass the returns for the November General Election.

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Matthew Gonzales, Director of the Health Department

Sponsor: Commissioner Hammer

Agenda Item

10:00 A.M. - Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code to discuss, consider, and take action on setting an amended rate for the Fiscal Year 2027 for the Local Provider Participation Fund mandatory payments. The mandatory payments will be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services (using Medicare Cost Reports based on the Upper Payment Limit methodology), how the revenue derived from those payments is to be spent, and creation of a new LPPF bank account for the mandatory payments. The mandatory payments will be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services (using Medicare Cost Reports based on the Upper Payment Limit methodology), how the revenue derived from those payments is to be spent, and creation of a new LPPF bank account for the mandatory payments. **HAMMER/GONZALES**

Summary

Attachments

FY27 LPPF Amended Rate Setting Order Hays

Order Amending the FY 2027 Mandatory Payment Rate for the Hays County Health Care Provider Participation Program

WHEREAS the Texas Legislature in the 84th Regular Session enacted H.B. 3175 which added Chapter 293 to the Health and Safety Code enabling Hays County to authorize a local health care provider participation program;

WHEREAS pursuant to Chapter 293 of the Health and Safety Code, the Commissioners Court has authorized the County to participate in a county health care provider participation program and establish a local provider participation fund;

WHEREAS pursuant to Section 293.101 of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that the Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent;

WHEREAS, on September 29, 2026, the mandatory payments for FY 2027 were approved by the Commissioners Court but there is now good cause to amend the rate for the mandatory payments. The Mandatory Payments for FY 2027 should be assessed exclusively and separately on six percent of the net patient revenue attributable to inpatient hospital services and six percent of the net patient revenue attributable to outpatient hospital services of all institutional healthcare providers in Hays County. Each institutional healthcare providers' most recent Medicare Cost Report should be used to separately calculate the inpatient and outpatient net patient revenue based on the Medicare Upper Payment Limit methodology;

WHEREAS, the Texas Health and Human Services Commission has requested that a new LPPF bank account be established and that the revenue from the FY 2027 mandatory payments be deposited in that bank account; and

NOW THEREFORE BE IT ORDERED as follows:

a. The mandatory payment rate for the Hays County local provider participation fund is amended to be set at exclusively and separately on six percent of the net patient revenue attributable to inpatient hospital services and six percent of the net patient revenue attributable to outpatient hospital services for each institutional healthcare provider. This rate is applicable to mandatory payments assessed for FY 2027, including any mandatory payments assessed on and after October 1, 2026, through the end of FY 2027;

b. Each institutional healthcare providers' Medicare Cost Report shall be used to separately calculate the inpatient and outpatient net patient revenue based on the Medicare Upper Payment Limit methodology. If an institutional healthcare provider does not have a Medicare Cost Report, another acceptable data source should be used.

c. A new LPPF bank account will be created and revenue from FY 2027 mandatory payments will be deposited in that bank account.

d. The revenue from the mandatory payments shall be used for one or more of the purposes set forth in Section 293.103(c) of the Health and Safety Code.

Passed, Adopted and Approved this 10th day of November 2026

_____

[SIGNATURE]

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Matthew Gonzales, Director of the Health Director

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to approve the order implementing the amended rate for the Hays County FY27 LPPF mandatory payments to be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services (using Medicare Cost Reports based on the Upper Payment Limit methodology), how the revenue derived from those payments is to be spent, and creation of a new LPPF bank account for the mandatory payments. **HAMMER/GONZALES**

Summary

Attachments

Order for new LPPF rule - Hays County

ORDER ADOPTING A NEW RULE FOR THE ADMINISTRATION OF THE HAYS COUNTY LOCAL PROVIDER PARTICIPATION FUND (LPPF)

WHEREAS, pursuant to Chapter 293 of the Texas Health and Safety Code, the Hays County Commissioners Court created the Hays County Local Provider Participation Fund (LPPF);

WHEREAS, pursuant to Sections 293.053 and 293.154 of the Texas Health and Safety Code, the Hays County Commissioners Court may adopt rules relating to the administration of the mandatory payment;

WHEREAS, the Texas Health and Human Services Commission has indicated there is good cause for a new LPPF rule to require that the imposition of all mandatory payments be exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services using Medicare Cost Reports.

NOW THEREFORE BE IT ORDERED by the Hays County Commissioners Court that the County adopts the following rule for the administration of the Hays County LPPF:

RULE 1. MANDATORY PAYMENT ASSESSMENTS IMPOSED ON OR AFTER OCTOBER 1, 2026

> Notwithstanding anything to the contrary in these rules, mandatory payments imposed for a tax period beginning on or after October 1, 2026 shall be imposed exclusively and separately on each institutional healthcare provider's net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services, both derived from the most recent Medicare Cost Report. If a Medicare Cost Report is unavailable for an institutional healthcare provider, the County shall use another acceptable data source.

PASSED, APPROVED, ADOPTED AND ORDERED this 10th day of November 2026 by a vote of ____ ayes and ____ nays.

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: GONZALES

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action on an order adopting a Local Provider Participation Fund rule to require that Hays County LPPF mandatory payments be imposed exclusively and separately on net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient services. **HAMMER/GONZALES**

Summary

Attachments

November 2026 New LPPF Rule

Rule 1. Mandatory Payment Assessments Imposed on or After October 1, 2026

Notwithstanding anything to the contrary in these rules, mandatory payments imposed for a tax period beginning on or after October 1, 2026 shall be imposed exclusively and separately on each institutional healthcare provider’s net patient revenue attributable to inpatient hospital services and on net patient revenue attributable to outpatient hospital services, both derived from the most recent Medicare Cost Report. If a Medicare Cost Report is unavailable for an institutional healthcare provider, the County shall use another acceptable data source.

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Jennifer Escobar

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreement with La Cima Municipal Management District #1. **HAMMER/ESCOBAR**

Summary

The County Tax Office has been asked to collect assessment fees for La Cima Municipal Management District #1.

Attachments

La Cima MMD #1 Letter
La Cima MMD #1 Contract

Resolution to Appoint Hays County Tax Assessor-Collector to Assess and Collect Property Taxes

WHEREAS, Section 6.22 (c) of the Texas Property Tax Code and Section 54.604 of the Water Code require and permit the governing body of La Cima Municipal Management District No. 1 (District) to authorize the county to assess and collect the property taxes the unit imposes on property in the county in the same manner in which the county assesses and collects it's taxes; and

WHEREAS, the La Cima Municipal Management District No. 1 has determined that it is in the public interest for the Hays County Tax Assessor-Collector to assess and collect the taxes of the District and perform all the duties of the designated officer in chapter 26 of the Property Tax Code;

NOW, THEREFORE, BE IT RESOLVED BY THE LA CIMA MUNICIPAL MANAGEMENT DISTRICT NO. 1 THAT:

The La Cima Municipal Management District No 1 appoints the Hays County Tax Assessor-Collector to assess and collect its property taxes in the same manner in which the county collects its taxes beginning July 8, 2026 or as soon thereafter as practible.

.

RESOLVED THIS THE 8 **DAY of** July **, 2026:**

Signed by:
Kevin Pogue
1298F04B9046646D...
Presiding Officer

ATTEST:

Secretary

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the La Cima Municipal Management District No.1 acting as Board of Directors for La Cima Municipal Management District No. 1, hereinafter called "District", and is entered into on this the 8th day of July, 2026, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from July 8, 2026 through July 8, 2027, and thereafter for yearly terms commencing on July 8th of each year and ending on July 8th of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract..

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.

b. Mailing of current and all required delinquent tax statements.

c. Correction of tax bills as required.

d. Preparation of tax receipts.

e. Preparation of tax certificates.

f. Collection of current and delinquent taxes.

g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2026. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

La Cima Municipal Management District No. 1 Board of Directors

Attest:

~~James Schellhase, Secretary~~ Asst.
Adam Van Ackeren

By: _____
Kevin Pogue, President

Hays County

Attest:

_____ By:_____

Elaine Cardenas, County Clerk Ruben Becerra, County Judge

Approved:

Jennifer M. Escobar
Hays County Tax Assessor-Collector

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to modify the 2B113 Time Off to Vote Policy of the personnel policies effective October 19, 2026. **COHEN/GRANJENO**

Summary

The Human Resources Department is requesting approval to amend Policy 2B113 – Time Off to Vote to provide employees with up to two hours of paid time off per election to exercise their right to vote. The current policy limits paid time off to employees who do not have at least two consecutive hours available to vote outside their scheduled working hours and assumes employees have not already voted during early voting. The proposed revision removes these restrictions and allows employees to receive up to two hours of paid time off per election, regardless of their work schedule or availability to vote outside working hours.

Additionally, the proposed policy removes the requirement to submit leave requests at least two days before Election Day and instead requires employees to submit requests as soon as reasonably possible. The remaining provisions regarding supervisory approval, operational needs, compensation, timekeeping, and returning to work after voting remain unchanged. These revisions are intended to encourage civic participation, provide greater flexibility to employees, and simplify the administration of voting leave across county departments.

Attachments

Updated Voting Policy

2B113 TIME OFF TO VOTE

Hays County encourages employees to vote in elections. The employee is entitled to take paid time off for voting on election days, up to two hours per election.

To take time off to vote, employees who are entitled to vote must receive approval from their supervisor in advance. Not all leave will be approved based on a number of factors, including county needs and staffing requirements. Requests must be submitted as soon as reasonably possible. Time off to vote is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation. Paid time off to vote will not be counted as hours worked for the purposes of determining overtime. Employees must show all leave taken off to vote on their timesheet as time off to vote. When the employee has completed voting, he or she must report to the county for duty and work the remainder of the scheduled shift if applicable.

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: CRUMLEY

Sponsor: Judge Becerra

Agenda Item

Discussion and possible approval to enter into an agreement with a private media studio to use the historic courthouse grounds and parking spaces to film a commercial on or about November 17, 18, or 19, 2026. **BECERRA/CRUMLEY**

Summary

Discussion and possible approval to enter into an agreement with a private media studio to use the historic courthouse grounds and parking spaces to film a commercial on or about November 17, 18, or 19, 2026. Possibly fifty to sixty people involved. Additional information may be given in court.

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Elaine Cardenas

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Clerk's Office to obtain a cloud-based software platform to generate Commissioners Court minutes through Govably, Inc. in the amount of $19,200.00 for year one, and authorize a waiver to the purchasing policy of obtaining three quotes. **BECERRA/CARDENAS/HUNT**

Summary:

The County Clerk's Office is requesting to purchase a cloud-based software platform through Govably, Inc. to generate Commissioners Court minutes. Govably is waiving the implementation cost and discounting the yearly subscription fee year one by 52%.

Fiscal Impact:

Amount Requested: $19,200.00 ($16,800.00 FY27)
Line Item Number: 101-617-11.5429

Budget Office:

Source of Funds: Records Management and Archive Fund
Budget Amendment Required Y/N?: No
Comments: Purchase is split between fiscal years. FY27 portion will be budgeted in the Record Management and Archive Fund based on the period of use.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a waiver to the purchasing policy of obtaining three quotes

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Govably_Hays County_MSA

Govably
Governance Done Simply

SERVICE ORDER

FROM
Govably, Inc.
68 Harrison Ave, Ste 605, Boston, MA 02111

ORDER VALID IF SIGNED BY
Nov 16, 2026

ORDER NUMBER
2026-041

ORDER DATE
Sep 1, 2026

CREATED BY
Tom Skoch

CONTACT PHONE
(402) 984-2973

CONTACT EMAIL
tom@govably.com

CUSTOMER INFORMATION

CUSTOMER
Hays County, TX

CONTACT
Cynthia Millonzi

ADDRESS
Hays County Historic Courthouse, 111, East San Antonio Street, San Marcos, Hays County, Texas, 78666, United States

TITLE
Deputy Director

PHONE
(512) 393-2809

EMAIL
cynthia.millonzi@hayscountytx.gov

BILLING CONTACT
Cynthia Millonzi, Deputy Director

BILLING EMAIL
cynthia.millonzi@hayscountytx.gov

PO # (IF ANY)
-

THE SERVICES YOU WILL RECEIVE AND THE FEES FOR THOSE SERVICES ARE...

Govably Setup: Includes activation, onboarding, and training for Govably solutions	$20,000.00
Govably Priority Discount (100%)	-$20,000.00
Total Govably Setup Service Fee	**$0.00**

Minutes Automation Software Software that automates transcription of a meeting recording or live session, identifies each speaker, captures motions and votes, and generates formatted official minutes in the government's template.	$40,000.00
Govably Priority Discount (52%)	-$20,800.00
Total Govably Subscription Service Fee - Billed ANNUALLY IN ADVANCE	**$19,200.00**

GOVABLY WILL PROVIDE YOUR SERVICES ACCORDING TO THIS SCHEDULE...

PERIOD	START DATE	END DATE	DESCRIPTION
Setup	Nov 16, 2026	Nov 16, 2026	Govably Setup Services
Initial	Nov 16, 2026	Nov 15, 2027	Govably Subscription Services

TO BE CLEAR, YOU WILL BE BILLED AS FOLLOWS...

BILLING DATE(S)	AMOUNT(S)	NOTES
Nov 16, 2026	$19,200.00	Annual Subscription (Nov 16, 2026 – Nov 15, 2027)

Annual subscription fees increase 5% per renewal year.

BILLING TERMS & CONDITIONS

Valid Until Nov 16, 2026. Pricing set forth herein is valid only if this Govably Service Order is executed on or before this date.
Payment Net 30. All invoices are due Net 30 days from the date of invoice.

GENERAL TERMS & CONDITIONS

Appropriations (Termination Right)
Customer shall have the option to terminate this Govably Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.

Taxes
The Service Fees and Billing amounts set forth above in this Govably Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, Govably shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to Govably demonstrating Customer's exemption from such taxes.

Term & Termination
Subject to the termination rights and obligations set forth in the Govably Master Services Agreement, this Govably Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.

Renewal Option
After the Initial Period, Customer shall have the option to renew this Service Order on an annual basis in accordance with the terms set forth herein by providing written notice of such renewal prior to the end of the then current annual term.

Agreement (Attached MSA)
The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this Govably Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached Govably Master Services Agreement. This Service Order incorporates by reference the terms of such Govably Master Services Agreement. In event of any conflict between the terms set forth in this Govably Service Order and any terms or conditions set forth in the Govably Master Services Agreement, the terms of this Govably Service Order shall prevail solely as to the specific terms it expressly modifies.

Effective Date
The "Effective Date" of this Service Order is the date on which the last Party signs below. If the Parties' signature dates differ, the later date controls. The Effective Date establishes the commencement of obligations under this Service Order and serves as the Effective Date referenced in the Govably Master Services Agreement.

Customer	**Govably, Inc.**
SIGNATURE	**SIGNATURE** 
DATE	**DATE** 10/30/2026
NAME	**NAME** Ryan Wilson
TITLE	**TITLE** Founder & CEO

Govably, Inc. - 68 Harrison Ave, Ste 605, Boston, MA 02111 - Please e-mail the signed Service Order to ryan@govably.com

MASTER SERVICES AGREEMENT

Govably, Inc.

Recitals

This Master Services Agreement (the "Agreement") is entered into by and between Govably, Inc. ("Govably"), a Delaware corporation with its principal place of business at 68 Harrison Ave Ste 605, PMB 918163, Boston, Massachusetts 02111-1929, and the customer identified in the applicable Order Form (the "Customer", and together with Govably, the "Parties" and each a "Party"). This Agreement is effective as of the Effective Date set forth in the first Order Form executed between the Parties (the "Effective Date").

WHEREAS, Govably offers a cloud-based software platform that enables local government bodies to build meeting agendas, manage live meetings, generate meeting minutes, and publish records to the public (the "Govably Service", as further defined below);

WHEREAS, Customer wishes to subscribe to the Govably Service to support its agenda, meeting, and records workflows; and

WHEREAS, the Parties wish to set forth the terms and conditions under which Customer will access and use the Govably Service.

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

1. Definitions

Capitalized terms used in this Agreement and not otherwise defined have the following meanings:

"Account" an access point for the Govably Service that requires registration by Customer or an Authorized User.

"Authorized User" an employee, elected official, contractor, or agent of Customer who is authorized by Customer to access and use the Govably Service on Customer's behalf.

"Confidential Information" any non-public information disclosed by one Party to the other in connection with this Agreement that is identified as confidential or that a reasonable person would understand to be confidential under the circumstances, subject to the exclusions set forth in Section 9.

"Customer Data" all data, content, records, files, and other materials uploaded, submitted, or otherwise transmitted to the Govably Service by or on behalf of Customer, including meeting agendas, minutes, motions, votes, orders, attachments, and associated metadata. Customer Data does not include Govably Materials or Usage Data.

"Documentation" the user guides, help materials, technical documentation, and other materials made available by Govably for use with the Govably Service, as updated from time to time.

"Govably Materials" the Govably Service, the Software, the Documentation, and all related materials, including all underlying code, designs, workflows, AI models, and outputs (excluding Customer Data and Customer's rendered records).

"Govably Service" the cloud-based software-as-a-service platform made available by Govably, including without limitation modules for agenda building, live meeting management, AI-assisted minutes generation, and public records publishing, together with any updates, enhancements, and related services described in the applicable Order Form.

"Order Form" a written ordering document signed by both Parties that references this Agreement and specifies the modules, fees, subscription term, and any service-specific terms applicable to Customer's subscription. Each Order Form is incorporated into and made a part of this Agreement.

"Public Records Laws" the applicable open records, freedom of information, sunshine, or similar transparency laws of the jurisdiction in which Customer is organized.

"Sensitive Data" Customer Data that is reasonably understood to be sensitive or private in nature, including without limitation Social Security numbers, driver's license numbers, financial account numbers, protected health information as defined under HIPAA, payment card data, and information about minors that is protected by law.

"Software" the proprietary software, code, models, and algorithms that comprise the Govably Service.

"Subscription Term" the period during which Customer is authorized to access and use the Govably Service, as set forth in the applicable Order Form.

"Usage Data" anonymized, aggregated information about the use, performance, and operation of the Govably Service that does not identify Customer or any individual.

2. Service and License

2.1 License Grant

Subject to Customer's compliance with this Agreement and the applicable Order Form, Govably grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to access and use the Govably Service for Customer's internal governmental purposes, and to permit Authorized Users to do the same.

2.2 Account Security

Customer is responsible for maintaining the confidentiality of Authorized User credentials and for all activity that occurs under Customer's Account, except for activity caused by Govably. Customer will notify Govably promptly upon learning of any unauthorized use of an Account or any other breach of security. From time to time, Govably support personnel may access Customer's Account to provide technical assistance or to diagnose and resolve a Service issue. Customer hereby consents to such access for the limited purpose of providing support.

2.3 Acceptable Use

Customer will not, and will not permit any Authorized User or third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas of the Software; (b) modify, translate, or create derivative works based on the Govably Service; (c) rent, lease, lend, sublicense, resell, time-share, or otherwise commercially exploit the Govably Service; (d) remove or alter any proprietary notices on the Govably Service or Documentation; (e) use the Govably Service to develop a competing product or service; or (f) use the Govably Service in violation of applicable law.

3. Term and Termination

3.1 Term

This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated in accordance with this Section 3 (the "Term"). Each Order Form will have its own Subscription Term as specified therein. Unless an Order Form states otherwise, Subscription Terms will automatically renew for successive one-year periods unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. In no event shall this Agreement last more than four (4) years, inclusive of any and all renewals.

3.2 Termination Rights in Order Forms

Termination and non-renewal rights applicable to each Order Form, including any rights arising from non-appropriation of funds by Customer's governing body, are as set forth in that Order Form.

3.3 Termination for Cause

Either Party may terminate this Agreement or any Order Form upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within fifteen (15) days after receipt of written notice of the breach. Either Party may also terminate this Agreement immediately upon written notice if the other Party becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed.

3.4 Effect of Termination

Upon expiration or termination of this Agreement or any Order Form: (a) Customer's right to access and use the affected Govably Service will cease; (b) each Party will promptly return or destroy the other Party's Confidential Information then in its possession, subject to Section 5.6; (c) any Fees accrued before the effective date of termination remain due and payable; provided, however that if this Agreement is terminated by Customer pursuant to Section 3.3, Govably shall reimburse Customer a pro rata share of any Fees already paid by Customer for the period of the Term remaining; and (d) termination of this Agreement does not relieve either Party of obligations that by their nature survive termination.

3.5 Survival

Sections 1 (Definitions), 3.4 (Effect of Termination), 4 (Fees and Billing) as to amounts accrued before termination, 5 (Customer Data) with respect to return and deletion obligations, 7 (Intellectual Property), 8 (Representations, Warranties, Indemnification, Liability), 9 (Confidentiality), and 11 (Miscellaneous) survive termination or expiration of this Agreement.

4. Fees and Billing

4.1 Fees

Customer will pay the fees set forth in each Order Form (the "Fees"). Unless otherwise stated in an Order Form, Fees are non-refundable, are payable in U.S. dollars, and are invoiced annually in advance.

4.2 Invoicing and Payment

Govably will invoice Customer in accordance with the Order Form. Customer will pay all undisputed invoiced amounts within thirty (30) days of the invoice date, or such other period as the Order Form specifies. Customer will provide Govably with accurate billing and contact information and a Purchase Order number where required by Customer's procurement process.

4.3 Interest and Collections

Late payments may accrue interest at the lesser of one percent (1%) per month, simple, or the maximum rate permitted by applicable law, except where Customer's payment obligations are governed by an applicable prompt-payment statute, in which case that statute controls. Each Party will bear its own costs of collection.

4.4 Taxes

Fees are exclusive of any sales, use, value-added, or similar taxes, which are the responsibility of Customer. If Customer is exempt from such taxes, Customer will provide Govably with a valid tax-exemption certificate upon request.

5. Customer Data

5.1 Ownership

As between the Parties, Customer owns all right, title, and interest in and to Customer Data. Nothing in this Agreement transfers ownership of Customer Data to Govably.

5.2 License to Govably

Customer grants Govably a limited, non-exclusive, royalty-free, worldwide license to host, copy, transmit, display, and process Customer Data solely as necessary to provide the Govably Service to Customer, to comply with applicable law, and to generate Usage Data. Customer represents and warrants that it has all necessary rights to grant this license.

5.3 Public Records

The Parties acknowledge that Customer is a government entity subject to Public Records Laws. Confidentiality obligations under this Agreement do not require either Party to withhold information that is required to be disclosed under applicable Public Records Laws. Govably will reasonably cooperate with Customer in responding to public records requests that relate to Customer Data stored in the Govably Service, at no additional charge to Customer for ordinary self-service exports. If Govably receives a public records request directed to Customer Data, Govably will promptly notify Customer, will not respond on Customer's behalf except as required by law, and will direct the requester to Customer's records custodian.

5.4 Sensitive Data

Customer will not upload Sensitive Data into the Govably Service except to fields, modules, or storage locations expressly designated by Govably as appropriate for Sensitive Data. Customer is solely responsible for redacting Sensitive Data from any records published through the Govably Service to the public.

5.5 Data Security

Govably will maintain commercially reasonable safeguards designed to protect Customer Data and will notify Customer of any confirmed unauthorized access to Customer Data as required by applicable law.

5.6 Return and Deletion

For as long as Customer has access to the Govably Service, Customer may export Customer Data at any time using the self-service export functionality available within the Govably Service. For sixty (60) days following the effective date of termination or expiration of an Order Form, Customer may request an export of Customer Data by contacting Govably, and Govably will work with Customer to deliver Customer Data in a commercially reasonable format at no additional charge for a standard export. After such sixty (60)-day period, Govably may delete Customer Data, except as required to be retained by applicable law or for routine backup retention purposes, in which case such retained data will remain subject to the confidentiality obligations of this Agreement until deletion.

6. Artificial Intelligence

6.1 AI-Enabled Features

The Govably Service includes features that use artificial intelligence and machine learning to assist Customer with tasks such as drafting meeting minutes and summarizing discussions. AI-generated output is provided as a draft for Customer's review and is not a substitute for human judgment. Customer is responsible for reviewing, editing, and approving all AI-generated output before adopting or publishing it as an official record.

6.2 Model Training and Service Improvement

Govably may use Usage Data to monitor, secure, operate, and improve the Govably Service. Govably may use Customer Data to train or improve features that operate exclusively for Customer's own benefit and only within Customer's tenant of the Govably Service.

6.3 Restrictions on Customer's Automated Use

Customer will not, and will not permit any third party to, use any robot, spider, scraper, or other automated means to access the Govably Service in a manner that exceeds ordinary human use or that is inconsistent with the intended functionality of the Service. Customer will not use Govably Materials or AI-generated output from the Govably Service to train any third-party machine learning model without Govably's prior written consent. Nothing in this Section restricts Customer or any member of the public from exercising rights under applicable Public Records Laws.

7. Intellectual Property

7.1 Govably IP

As between the Parties, Govably owns all right, title, and interest in and to the Govably Materials, including all intellectual property rights therein. All rights not expressly granted to Customer in this Agreement are reserved by Govably. For the avoidance of doubt, nothing in this Agreement or in any Order Form transfers to Customer any ownership interest in the Govably Service or any part of it.

7.2 Feedback

Customer may from time to time provide Govably with suggestions, comments, or other feedback regarding the Govably Service ("Feedback"). Govably may use and incorporate Feedback into the Govably Service without any obligation or compensation to Customer. Feedback is provided on a non-confidential basis.

7.3 Usage Data

Govably may collect and use Usage Data for any lawful business purpose, including operating, securing, analyzing, and improving the Govably Service. Govably will not disclose Usage Data in a form that identifies Customer or any individual.

8. Representations, Warranties, Indemnification, and Liability

8.1 By Govably

Govably represents and warrants that: (a) it has the right and authority to enter into and perform this Agreement; (b) the Govably Service will be provided in a professional and workmanlike manner and will materially conform to its Documentation; (c) Govably holds all licenses and rights necessary to provide the Govably Service to Customer; and (d) the Govably Service does not knowingly contain any virus, worm, time bomb, or other malicious code.

8.2 By Customer

Customer represents and warrants that: (a) it has the right and authority to enter into and perform this Agreement; (b) it has all rights necessary to provide Customer Data to Govably for use as contemplated by this Agreement; and (c) it will not use the Govably Service in violation of this Agreement or applicable law.

8.3 Indemnification by Govably

Govably will defend Customer and its officers, employees, and elected officials against any third-party claim alleging that Customer's use of the Govably Service in accordance with this Agreement infringes a U.S. patent, copyright, trademark, or trade secret of such third party (an "IP Claim"), and will indemnify Customer for any damages and reasonable attorneys' fees finally awarded against Customer by a court of competent jurisdiction or agreed to in a settlement approved by Govably with respect to such IP Claim, provided that Customer: (i) gives Govably prompt written notice of the IP Claim, (ii) gives Govably sole control over the defense and settlement of the IP Claim, and (iii) provides reasonable cooperation in the defense at Govably's expense, provided further that Customer may participate in the defense with counsel of its own choosing at its own expense, and Govably will not enter into any settlement that imposes liability or an admission of wrongdoing on Customer without Customer's prior written consent, not to be unreasonably withheld. Govably's obligations under this Section 8.3 do not apply to any claim arising from: (1) Customer Data, (2) Customer's use of the Govably Service in violation of this Agreement, or (3) modifications to the Govably Service not made by Govably.

8.4 IP Remedy

If the Govably Service is, or in Govably's reasonable opinion is likely to become, the subject of an IP Claim, Govably may, at its option and expense: (a) procure for Customer the right to continue using the affected portion of the Govably Service; (b) replace or modify the affected portion to make it non-infringing while preserving substantially equivalent functionality; or (c) if neither (a) nor (b) is commercially reasonable, terminate the affected Order Form and refund any prepaid Fees for the unused portion of the Subscription Term.

8.5 Disclaimer

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GOVABLY SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOVABLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. GOVABLY DOES NOT WARRANT THAT THE GOVABLY SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT AI-GENERATED OUTPUT WILL BE ACCURATE OR FIT FOR ADOPTION AS AN OFFICIAL RECORD WITHOUT HUMAN REVIEW.

8.6 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS SET FORTH IN SECTION 8.7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO GOVABLY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.7 Exclusions

The exclusions and limitations in Sections 8.5 and 8.6 do not apply to: (a) Customer's payment obligations; (b) either Party's indemnification obligations under this Agreement; (c) either Party's breach of its confidentiality obligations in Section 9; (d) either Party's liability for fraud, gross negligence, or willful misconduct; or (e) infringement or misappropriation of the other Party's intellectual property rights.

9. Confidentiality

Each Party (the "Receiving Party") will protect the other Party's (the "Disclosing Party") Confidential Information using the same degree of care that it uses to protect its own information of like importance, but in no event less than reasonable care. The Receiving Party will not use Confidential Information for any purpose outside the scope of this Agreement and will not disclose Confidential Information to any third party other than its employees, contractors, attorneys, accountants, and advisors who have a need to know and who are bound by confidentiality obligations no less protective than those in this Section 9.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party at the time of disclosure without restriction; (c) is received from a third party without breach of any obligation of confidentiality; (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law, regulation, court order, or Public Records Laws, provided that the Receiving Party gives the Disclosing Party prompt notice (where legally permitted) so the Disclosing Party may seek a protective order.

The Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages would be inadequate, and that the Disclosing Party may seek injunctive or other equitable relief in addition to any other remedies available at law or in equity, without the necessity of posting a bond.

10. Insurance

Govably maintains insurance coverage customary for software-as-a-service providers, including commercial general liability, cyber liability, and technology errors and omissions coverage. Upon Customer's written request, Govably will provide a certificate of insurance evidencing such coverage. During the Term of this Agreement, Govably shall not cause such insurance coverage limits to be decreased, canceled, or terminated.

11. Miscellaneous

11.1 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties.

11.2 Assignment

Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, except that either Party may assign this Agreement without consent to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided the assignee assumes all obligations under this Agreement. Any other purported assignment is void. Upon any such merger, acquisition, corporate reorganization, etc., Govably shall provide notice of such to Customer within ten (10) business days. Failure to provide notice to Customer within ten (10) business days shall constitute a breach under Section 3.3.

11.3 Marketing

Govably may identify Customer as a customer of Govably and use Customer's name on Govably's website, in customer lists, and in other marketing materials, in accordance with any brand usage guidelines provided by Customer. Any other use of Customer's name, including press releases and case studies, requires Customer's prior written consent, not to be unreasonably withheld.

11.4 Notices

All notices under this Agreement must be in writing and will be deemed given when delivered: (a) in person, (b) by nationally recognized overnight courier with tracking, (c) by registered or certified mail (return receipt requested), or (d) by email with confirmation of receipt, to the addresses set forth in the applicable Order Form, or to such other address as a Party may designate by written notice. Legal notices to Govably must be sent to legal@govably.com with a copy to Govably, Inc., 68 Harrison Ave Ste 605, PMB 918163, Boston, Massachusetts 02111-1929.

11.5 Force Majeure

Neither Party will be liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including without limitation acts of God, natural disasters, war, civil unrest, terrorism, governmental action, labor disputes, internet or telecommunications failures, pandemic, or denial-of-service attacks. The affected Party will use reasonable efforts to resume performance as soon as practicable.

11.6 Governing Law and Venue

This Agreement is governed by the laws of the state in which Customer is located, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in the county in which Customer is located for any dispute arising out of or relating to this Agreement.

11.7 Entire Agreement

This Agreement, together with all Order Forms and any exhibits or addenda incorporated by reference, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written. In the event of a conflict between this Agreement and an Order Form, the Order Form controls only as to the specific terms it expressly modifies.

11.8 Amendments

This Agreement may only be amended by a written instrument signed by an authorized representative of each Party. Govably may not unilaterally modify the terms of this Agreement by posting updated terms on its website.

11.9 Severability

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

11.10 No Waiver

The failure of either Party to enforce any right or provision of this Agreement will not constitute a waiver of that right or provision.

11.11 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures delivered by electronic means (including DocuSign or similar services) are valid and binding.

11.12 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns and does not confer any rights on any third party.

11.13 Headings

Section headings are for convenience only and do not affect the interpretation of this Agreement.

COUNTY:

_____

RUBEN BECERRA
HAYS COUNTY JUDGE
DATE:

ATTEST:

_____

ELAINE H. CARDENAS MBA PhD
HAYS COUNTY CLERK

COMPANY:



_____

NAME: Ryan Wilson
TITLE: CEO
COMPANY: Govably
DATE: 10/30/2026

Certificate of Completion

Document	Govably_Hays County TX_SO_MSA_11_10
Document ID	kzdNl3McsO9hlHXiZcej
Pages	13
Sent by	Tom Skoch <tom@govably.com>
Sent	Oct 30, 2026, 1:01:11 PM EDT
Completed	Oct 30, 2026, 1:09:44 PM EDT
Original SHA-256	b5fc90230c65ef9acab40f81fabcd7be2dcc06fee01b55f8b0f649b544bc3646
Signing order	Sequential

Ryan Wilson

Email	ryan@govably.com
Identity check	Private emailed link + email address confirmed on page
First opened	Oct 30, 2026, 1:08:15 PM EDT
Signed	Oct 30, 2026, 1:09:43 PM EDT
IP address	24.147.255.130
Device	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/156.0.0.0 Safari/537.36
Consent	Agreed to use electronic records and signatures (ESIGN Act / UETA)
Signature	

Activity

Oct 30, 1:01:11 PM EDT	Sent for signature — tom@govably.com
Oct 30, 1:08:15 PM EDT	Opened — ryan@govably.com
Oct 30, 1:09:43 PM EDT	Signed — ryan@govably.com
Oct 30, 1:09:44 PM EDT	Completed — Govably Sign

Times are shown in US Eastern time. The SHA-256 fingerprint identifies the exact file that was sent for signature.

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize Facilities and Resource Management to purchase a Knox Emergency Key Box in the amount of $535.00 for the Hays County Sports Complex located at 2880 East Bebee Road, and amend the budget accordingly. **INGALSBE/CRUMLEY**

Summary:

The Hays County Emergency Services District No. 5 Fire Official's review for the project at 2880 Bebee Road requires the installation of a Knox Box model 3200 at the entrance gate to provide secure emergency access to the property. According to the Fire Official's comments, the fire department must be able to access all areas, buildings, and spaces on the property for emergency response, inspections, and life-safety operations. This requirement is mandated under International Fire Code (IFC) Section 506 and is a condition for compliance with the fire review. Funding for this has been identified in the Facilities and Resource Management budget.

Fiscal Impact:

Amount Requested: $535.00
Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($535) - Decrease Building Maintenance and Repair 001-695-00.5451
$535 - Increase Miscellaneous Equipment Operating Expense 001-695-00.5719_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: 3 quotes obtained

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Knox Box Quote
Fire Official Report
Additional Quotes

CART | 1 ITEMS

s How to Buy Buy Locally Sign In

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ADD NEW | EDIT

ecialized or jurisdiction
n, please view Knox Shipping

PLACE ORDER

ORDER SUMMARY

	KnoxBox® 3200 - Surface Mount - Black - Mechanical Lock	Qty.	Total
		1	$499.00

Sub Total	$499.00
Shipping & Handling	+$36.00
Tax	+$44.15
Order Total	**$579.15**

PERMIT AND CONTACT INFORMATION

Permit Number (If Required)

Enter Your Permit Number

Ordered By *

Contractor

Product Usage *

Commercial Property

Property Owner / Buyer's Contact Name (Used By Your Selected Department) *

Enter Contact Person

This field is required

https://www.knoxbox.com/product914

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/ COMMERCIAL KNOXBOXES / KNOXBOX® 3200 - SURFACE MOUNT - BLACK - MECHANICAL LOCK








KnoxBox® 3200 - Surface Mount - Black - Mechanical Lock

Model: 3261

The KnoxBox® 3200 series is the number one high-security key lock box trusted by first responders and property owners. The KnoxBox® 3200 surface mount box enables rapid building access by **storing up to 10 keys** securely on the **exterior** of your building.

Price: **$499.00**

Color

Mount Type

Surface | Recessed

Tamper Alert Type

None | Fire Alarm Panel (NC) | Security Alarm (NO)

1 ADD TO CART

Print | See More Commercial KnoxBoxes

PRODUCT DETAILS

SPECIFICATIONS

DOCUMENTS

Hays County Emergency Services District #5 – Office of Fire Prevention

210 W. Moore St. Kyle, TX 78640
Ph: (512) 268-3131 Fax: (512) 268-6162

August 12, 2026
RE: First Review – 2880 Bebee Rd.
KFD Permit: TBD

Fire Official Comments

The 2026 value of the property with improvements is $1,019,020, according to Hays CAD. The project is estimated at $1,300,000 according to the information provided. The scope of work includes upgrading the fields with artificial turf and other improvements to the ball fields. This is considered an outdoor Group A-5 Assembly according to the IBC.

Please see notes below for review of plan set(s):

1. Provide approved letter from Hays County Development Services.
2. NOTE: Projects valued at $50,000 or more must be registered with the Texas Department of Licensing and Registration (TDLR). Compliance with the Texas Accessibility Standards (TAS) will be verified through TDLR plan review and field inspections.
3. Provide stamped plans by a registered design professional (engineer, architect, etc.) as applicable to the project. IFC 106.1, 403.2.1, 403.11.2, etc.
    a. Stamped plans should include scope of work, code analysis including A-5 assembly calculations, seating plans/occupancy loads by area(s), total maximum occupant load, fire protection plan including FAAR and egress information, grading plans, stormwater plans, details, etc.
4. Codes and standards, where applicable to this project:
    a. Hays County Development Services Regulations
        i. Hays County Development Forms
    b. 2021 International Building Code
    c. 2021 International Fire Code
    d. 2026 Hays County ESD No. 5 Adopted Amendments
        i. https://kylefire.com/wp-content/uploads/2026/07/2020527-IFC-2021-Order-for-Adoption-2026-06-24-final.pdf
    e. Remainder of 2021 ICC suite (where applicable to this project, include individual titles)

f. 2026 National Electric Code (NEC),

g. 2012 Texas Accessibility Standards (TAS) – verified through TDLR

5. Permits required: Existing Building Plan – Remodel, base rate only ($200).
   a. Permit application: Fire Inspections - Hays County ESD No. 5 / Kyle Fire Department
6. We can approve a phased project under one permit. It must be detailed in the scope of work. (IFC 106.2.4.1)
7. There is at least 1 unsafe structure on property. Remove or remedy unsafe structure(s) as necessary. (IFC Section 114)
8. Premise Identification needs upgraded. (IFC Section 505, HC ESD No. 5 Adopted Amendments)
   a. Addresses installed on a marquee located next to the street shall require numbers 6-inch tall with a 3/4-inch wide stroke to be located at a minimum of 3 feet above grade.
9. Access required. Confirm presence of provide Knox Box model 3200 at entrance gate. Provide keys or other access media for fire department access to all areas and buildings/spaces on property. (IFC Section 506)
10. Confirm that Fire Department and Ambulance access and ability to turn around at or near gate to ball fields. Reference IFC Annex D for additional information.
11. Since most structures on property are non-combustible, this project will be exempt from water supply and fire flow requirements.
12. It appears none of the structures exceed 1,000 s.f. and none of the bleachers are enclosed, therefore fire sprinklers are not required in A-5 occupancy. (IFC 903.2.1.5)
13. Verify means of egress complies with IFC Chapter 10.
    a. Verify presence of emergency egress lighting. If facility is used during low-light or night times.
14. If electrical work will be conducted to any part of the premises, provide compliance with:
    a. Utility identification and access. Markings for exterior main disconnects shall be in a contrasting color to the background, 2” tall by 1/4” stroke minimum, and shall state “MAIN DISCONNECT”. (IFC Section 509, HC ESD No. 5 Adopted Amendments)
    b. Verify electrical panel labeling is typed and each breaker is labeled consistent with the breaker’s use. (NEC Article 408.4) this can be accomplished with labels next to each breaker or a panel schedule label.

15. If bleachers are non-combustible, provide fire extinguishers (indicate on plans). Required: 2A10BC, minimum with maximum travel distance 75 feet, maximum. If bleachers are combustible, provide 4A40BC minimum with maximum travel distance 75 feet, maximum. (IFC Section 906)
    a. Fire extinguishers to be mounted in weather-resistant cabinets, in conspicuous locations, and along the egress travel path. (IFC 906.5, 906.6, 906.8)
    b. Mount cabinets so that top of extinguisher handle is located at 42" AFG
16. Artificial turf is combustible. Provide documentation that turf meets or exceeds ASTM/UL requirements for flame spread and smoke generation.
17. Inspections: (IFC Section 108)
    a. Fire and Life Safety inspections shall be performed by employees of Hays County ESD No. 5 – Office of Fire Prevention (OFP). Inspections can be requested via email or phone and must be requested at least 2 business days in advance of the requested date.
    b. All other inspections require a 3rd party independent inspection. An electronic copy of all 3rd party inspection documents shall be submitted to OFP via email within 2 business days of the inspection.

** * * Please Address Fire Official Comments and provide plans with application. * * **

Sam Baucom
Assistant Fire Marshal
ESD5 - Kyle Fire Department
O: (512) 268- 3131
C: (737) 404-9414
sbaucom@kylefire.com

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New Product $898.82/ea

Radwell SKU 115467610

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Home / Access Control / Emergency Key Box / Knox Box 3261 Knoxbox 3200, Surface Mount, Hinged Door, Black



★★★★★

Knox Box 3261 Knoxbox 3200, Surface Mount, Hinged Door, Black

SKU: 302595 **Manufacturer Part #:** 3261

Condition: New **Brand:** Knox Box **Status:** Active

Note: Order processing requires the site address and local Fire Department/AHJ information. Please provide at checkout.

$714.00 Estimated 14 business days

See more price and stock options

- 1 + ADD TO CART

BUY NOW

AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize Facilities and Resource Management to replace the roof of the Elections IT building in the amount of $267,478.29 and amend the budget accordingly. **HAMMER/CRUMLEY**

Summary:

The roof of the Elections IT building is in need of a full replacement due to age and several leaks throughout the building. Facilities and Resource Management has secured a quote from Sullivan Contracting Services under Choice Partners Contract 25/033MR-53 for the full roof replacement. This replacement will also include a 20-year warranty on the new roof. Funding for this replacement has been identified in the FY26 general operating budget.

Fiscal Impact:

Amount Requested: $267,478.29
Line Item Number: 001-695-00.5741

Budget Office:

Source of Funds: General Fund/Infrastructure Fee Fund
Budget Amendment Required Y/N?: Yes
Comments:
$267,479 - Increase Misc Capital Improvements 001-695-00.5741
($260,000) - Increase Permanent Transfer Infrastructure Improvement Fee 001-000-00.4901_170
($7,479) - Decrease Building Maintenance and Repair 001-695-00.5451
$260,000 - Increase Permanent Transfer General Fund 170-657-00.5901_001
($260,000) - Decrease Misc Capital Improvements 170-657-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Choice Partners Contract 25/033MR-53

Auditor's Office

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

Sullivan Proposal
RS Means

Quote: 18260991 / Date: 10/16/2026
Project Number: 1826056

Sullivan Contracting Services
2299 Rudeloff Rd. East
Seguin, TX
78155, US
(830) 372-3812

Prepared By:
Kyle Baker
+18307437335
kyle@scs-tx.com

Customer

Hays County
712 Stagecoach Rd.
San Marcos, TX
78666, US

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: **Hays County- Roof Repair - CP**

Scope of Work

Choice Partners Contract # 25/033MR-53

ATTENTION: Chris Diechmann

Scope of Work: $267,478.29 ***20 year warranty***

- Demo Existing roof materials.
- Remove/Dispose of existing roofing materials down the the structural wood deck.
- Remove metal wall panels.
- Remove Metal Parapet coping.
- Remove base flashing at parapet walls.
- Remove Drain and Overflow flashings.
- Remove decorative shade metal and dispose of properly **on the high roof ONLY**
- Remove metal coping at small triangle shaped roofs to wrap membrane flashing up and over the parapet wall.
- Demo underneath canopy of existing 1/2" dens glass sheathing. including dumpster haul off.
- Remove damaged roof hatch lid.
- OSHA compliant scaffold and mwp.
- Demo of existing Portland cement stucco at tower, including dumpster and haul off.
- Fluid Applied Air Barrier.
- Liquid Flashings Sheathing Joints and Fastener Heads
- Liquid Flash or Membrane Flash over New Metal Flashings
- Install new 3.4 LB Galv metal lath paper backed.
- Install 3/4" Galv casing bead.
- Install 5/8" Galv control joint.
- Install 3/4" Scratch plus Brown Coat.
- Install Acrylic finish coat medium san texture color integral.
- TPO Conditioned Roof Space - 600 SF.
- Install 2- layers of 2.2" polyiso insulation direct to the structure deck - loose laid.
- Install 1/4" tapered polyiso to push water towards the drain.
- Install 1 layer of 1/2" HD cover board over polyiso insulation - mechanically attach through all layers to the structural deck.
- Install 60-mil TPO membrane - mechanically attach to the structural deck.

- Install 60-mil TPO base flashing up and over walls.
- Flash 6 Drains.
- Install new metal parapet coping.
- Manufacturer 20 year, NDL system warranty
- TPO Canopy roof system - 1,200 SF
- Install 1 - layer 1/2" HD cover board direct to the structural deck - mechanically attached to the structural deck.
- Install 60-mil TPO membrane - Mechanically attach to the structural deck.
- Install 60-mil TPO base flashings up the parapet wall.
- Install counter flashing at stucco parapet wall.
- Flash 2 Drains.
- Install new metal parapet coping.
- Manufacturer 20 year, NDL system warranty
- Install new retrofit roof Hatch lid and hardware.
- Install new Direct applied finish system at Porte cochere soffit.
- OSHA compliant scaffold dancefloor.
- Vinyl trim as required (J Bead, Reveals, ETC.)
- Adhesive base coat.
- 4 oz fiberglass reinforced mesh.
- Acrylic finish coat medium sand texture color integral.
- Clean up all debris generated from construction.

***** Includes 8 roof drain bowl/ ring/ strainer remove/replace.*****

Add Alt #1 - $4,961.34 ***30 year warranty***

-
    - Demo Existing roof materials.
    - Remove/Dispose of existing roofing materials down the the structural wood deck.
    - Remove metal wall panels.
    - Remove Metal Parapet coping.
    - Remove base flashing at parapet walls.
    - Remove Drain and Overflow flashings.
    - Remove decorative shade metal and dispose of properly
    - Remove metal coping at small triangle shaped roofs to wrap membrane flashing up and over the parapet wall.
    - Demo under canopy of existing 1/2" dens glass sheathing. including dumpster haul off.
    - Remove damaged roof hatch lid.
    - OSHA compliant scaffold and mwp.
    - Demo of existing portland cement stucco at tower, including dumpster and haul off.
    - Install new 3.4 lbGalv metal lath paper backed.
    - Install 3/4" Galv casing bead.
    - Install 5/8" Galv control joint.
    - Install 3/4" Scratch plus Brown Coat.
    - Install Acrylic finish coat medium san texture color integral.
    - TPO Conditioned Roof Space - 600 SF.
    - Install 2- layers of 2.2" polyiso insulation direct to the structure deck - loose laid.
    - Install 1/4" tapered polyiso to push water towards the drain.
    - Install 1 layer of 1/2" HD cover board over polyiso insulation - mechanically attach through all layers to the structural deck.

- Install 80-mil TPO membrane - mechanically attach to the structural deck.
- Install 60-mil TPO base flashing up and over parapet walls.
- Flash 6 Drains.
- Install new metal parapet coping.
- Manufacture 30 year, NDL system warranty.
- TPO Canopy roof system - 1,200 SF
- Install 1 - layer 1/2" HD cover board direct to the structural deck - mechanically attached to the structural deck.
- Install 80-mil TPO membrane - Mechanically attach to the structural deck.
- Install 60-mil TPO base flashings up the parapet wall.
- Install counter flashing at stucco parapet wall.
- Flash 2 Drains.
- Install new metal parapet coping.
- Manufacturer 30 year, NDL system warranty.
- Install new retrofit roof Hatch lid and hardware.
- Install new Direct applied finish system at Porte cochere soffit.
- OSHA compliant scaffold dancefloor.
- Vinyl trim as required (J Bead, Reveals, ETC.)
- Adhesive base coat.
- 4 oz fiberglass reinforced mesh.
- Acrylic finish coat medium sand texture color integral.
- Clean up all debris generated from construction.

***** Includes 8 roof drain bowl/ ring/ strainer remover/replace.*****

*****The pricing for the roofing is good until the end of the year december 31st 2026. If we push past that date we will have to get an updated proposal.*****

Excluded (-)

1. After Hours, Design, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
2. Due to current volatility in the market, proposal has potential to only be guaranteed for 30 days

Notes

Summary

Subtotal	$262,233.62
Bonding	$5,244.67

$267,478.29

Accepted By .....

Date .....

Costs based on RSMeans data

COST ESTIMATE REPORT
DATE: 11/03/2026

Estimate Name: 1826056 - Hays County -Elections Office Roof Repair - CP

ESTIMATE INFORMATION

Client Name: Chris Deichmann
Estimate Address: 712 S Stagecoach Trail #20008, San Marcos, Texas, 78666
Type: Unit
Measurement System: US Standard
Notes:

COST DATA

Estimate Summary:

	Material	Labor	Equipment	Total*
Base Total	$ 106,345.89	$ 80,972.60	$ 42,545.30	$ 229,863.79
Total O&P	$ 117,128.07	$ 127,391.28	$ 46,825.12	$ 291,370.69

"Total" column values include the cost of Exception lines that may not be included in the Material, Labor and Equipment totals.

Catalog: Facilities and Commercial Renovation
Format: MasterFormat 2018
Release: Year 2026 Quarter 3
Labor Type: Repair & Remodeling
City Cost Index: TEXAS / AUSTIN (786-787)

LEGEND

Line Source:
U - User defined line item
A - Adjustment/Modifier
E - Exception lines

ESTIMATE

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
250.00	050505100360			Selective metals demolition, manufactured or fabricated specialty item, 41-80 lb, remove whole or cut up into smaller pieces, excl shoring, bracing, cutting, loading, hauling, dumping	SSWK	72	0.333	Ea.	$ -	$ 17.20	$ -	$ 17.20	$ -	$ 4,300.00	$ -	$ 4,300.00	$ -	$ 27.03	$ -	$ 27.03	$ -	$ 6,757.50	$ -	$ 6,757.50	RR	
50.00	050505102290			Selective metals demolition, tube steel column, 8' high, excl shoring, bracing, cutting, loading, hauling, dumping	B1J	8	2	Ea.	$ -	$ 75.11	$ -	$ 75.11	$ -	$ 3,755.50	$ -	$ 3,755.50	$ -	$ 116.53	$ -	$ 116.53	$ -	$ 5,826.50	$ -	$ 5,826.50	RR	
10.00	050505102950			Selective metals demolition, minimum labor/equipment charge	E19	2	12	Job	$ -	$ 610.74	$ 474.30	$ 1,085.04	$ -	$ 6,107.40	$ 4,743.00	$ 10,850.40	$ -	$ 965.25	$ 527.00	$ 1,492.25	$ -	$ 9,652.50	$ 5,270.00	$ 14,922.50	RR	
140.00	050505100060			Selective metals demolition, structural bolts/nuts, up to 3/4" diameter, unbolt & remove, excl shoring, bracing, cutting, loading, hauling, dumping	SSWK	240	0.033	Ea.	$ -	$ 1.71	$ -	$ 1.71	$ -	$ 239.40	$ -	$ 239.40	$ -	$ 2.71	$ -	$ 2.71	$ -	$ 379.40	$ -	$ 379.40	RR	
10.00	017413200052			Cleaning up, cleanup of floor area, continuous, per day, during construction	A5	16	1.125	M.S.F.	$ 7.03	$ 39.26	$ 7.27	$ 53.56	$ 70.30	$ 392.60	$ 72.70	$ 535.60	$ 7.72	$ 61.33	$ 8.01	$ 77.06	$ 77.20	$ 613.30	$ 80.10	$ 770.60	RR	
2000.00	072216101735			Polyisocyanurate insulation, for roof decks, 2-1/2" thick, 2#/CF density, fastening excluded	ROFC	1365	0.006	S.F.	$ 2.30	$ 0.24	$ -	$ 2.54	$ 4,600.00	$ 480.00	$ -	$ 5,080.00	$ 2.53	$ 0.40	$ -	$ 2.93	$ 5,060.00	$ 800.00	$ -	$ 5,860.00	RR	
485.12	072216101765			Roof deck insulation, polyisocyanurate, tapered for drainage, fastening excluded	ROFC	1820	0.004	B.F.	$ 1.57	$ 0.18	$ -	$ 1.75	$ 761.64	$ 87.32	$ -	$ 848.96	$ 1.73	$ 0.30	$ -	$ 2.03	$ 839.26	$ 145.54	$ -	$ 984.79	RR	
1.00	072216109000			Roof deck insulation, minimum labor/equipment charge	ROFC	3.25	2.462	Job	$ -	$ 101.14	$ -	$ 101.14	$ -	$ 101.14	$ -	$ 101.14	$ -	$ 167.18	$ -	$ 167.18	$ -	$ 167.18	$ -	$ 167.18	RR	
120.00	075423100220			Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, mechanically attached	G5	34	1.176	Sq.	$ 151.01	$ 47.31	$ 6.75	$ 205.07	$ 18,121.20	$ 5,677.20	$ 810.00	$ 24,608.40	$ 166.50	$ 78.97	$ 7.38	$ 252.85	$ 19,980.00	$ 9,476.40	$ 885.60	$ 30,340.80	RR	
8.00	221426134380			Drain, roof, integral expansion joint, cast iron body, 12" cast iron dome, 6" pipe size	Q1	3	5.333	Ea.	$ 686.95	$ 240.16	$ -	$ 927.11	$ 5,495.60	$ 1,921.28	$ -	$ 7,416.88	$ 759.26	$ 367.84	$ -	$ 1,127.10	$ 6,074.08	$ 2,942.72	$ -	$ 9,016.80	RR	
200.00	054223501210			Parapet framing, 18 ga x 6" W x 3' H studs @ 16" OC, installed on 2nd story, incl galvanized top & bottom track	CARP	145	0.11	L.F.	$ 9.92	$ 5.23	$ -	$ 15.15	$ 1,984.00	$ 1,046.00	$ -	$ 3,030.00	$ 10.91	$ 8.14	$ -	$ 19.05	$ 2,182.00	$ 1,628.00	$ -	$ 3,810.00	RR	
1500.00	090505102400			Ceiling demolition, plywood or fiberboard, 4' x 8' sheets, remove	CLAB	1200	0.013	S.F.	$ -	$ 0.41	$ -	$ 0.41	$ -	$ 615.00	$ -	$ 615.00	$ -	$ 0.64	$ -	$ 0.64	$ -	$ 960.00	$ -	$ 960.00	RR	
4.00	090505109000			Ceiling demolition, minimum labor/equipment charge	CLAB	2	4	Job	$ -	$ 122.75	$ -	$ 122.75	$ -	$ 491.00	$ -	$ 491.00	$ -	$ 191.07	$ -	$ 191.07	$ -	$ 764.28	$ -	$ 764.28	RR	
1500.00	061626100102			Underlayment, plywood, underlayment grade, 1/2" thick	CARP	1450	0.011	S.F.	$ 2.04	$ 0.42	$ -	$ 2.46	$ 3,060.00	$ 630.00	$ -	$ 3,690.00	$ 2.24	$ 0.66	$ -	$ 2.90	$ 3,360.00	$ 990.00	$ -	$ 4,350.00	RR	
8.00	061626109000			Underlayment, minimum labor/equipment charge	CARP	4	2	Job	$ -	$ 76.68	$ -	$ 76.68	$ -	$ 613.44	$ -	$ 613.44	$ -	$ 119.28	$ -	$ 119.28	$ -	$ 954.24	$ -	$ 954.24	RR	
1.00	070505104550			Selective demolition, thermal and moisture protection, roofing, roof hatch, 2'-6" x 3'-0"	CLAB	10	0.8	Ea.	$ -	$ 29.67	$ -	$ 29.67	$ -	$ 29.67	$ -	$ 29.67	$ -	$ 46.07	$ -	$ 46.07	$ -	$ 46.07	$ -	$ 46.07	RR	
4.00	070505109000			Selective demolition, thermal and moisture protection, minimum labor/equipment charge	CLAB	2	4	Job	$ -	$ 147.98	$ -	$ 147.98	$ -	$ 591.92	$ -	$ 591.92	$ -	$ 230.34	$ -	$ 230.34	$ -	$ 921.36	$ -	$ 921.36	RR	
1.00	077233100520			Roof hatch, with curb, 1" fiberglass insulation, galvanized steel curb & aluminum cover, 2'-6" x 3'-0"	G3	10	3.2	Ea.	$ 2,087.78	$ 148.67	$ -	$ 2,236.45	$ 2,087.78	$ 148.67	$ -	$ 2,236.45	$ 2,319.75	$ 230.34	$ -	$ 2,550.09	$ 2,319.75	$ 230.34	$ -	$ 2,550.09	RR	
4.00	077233109000			Roof hatch, minimum labor/equipment charge	CARP	2	8	Job	$ -	$ 376.92	$ -	$ 376.92	$ -	$ 1,507.68	$ -	$ 1,507.68	$ -	$ 586.32	$ -	$ 586.32	$ -	$ 2,345.28	$ -	$ 2,345.28	RR	
175.00	220505102164			Pipe, plastic, with fittings, 4" thru 6" diameter, selective demolition	Q1	200	0.08	L.F.	$ -	$ 3.61	$ -	$ 3.61	$ -	$ 631.75	$ -	$ 631.75	$ -	$ 5.54	$ -	$ 5.54	$ -	$ 969.50	$ -	$ 969.50	RR	
16.00	077116100300			Roof drainage boots, cast iron, 4" x 3"	SHEE	125	0.064	L.F.	$ 194.86	$ 3.56	$ -	$ 198.42	$ 3,117.76	$ 56.96	$ -	$ 3,174.72	$ 214.45	$ 5.51	$ -	$ 219.96	$ 3,431.20	$ 88.16	$ -	$ 3,519.36	RR	
6.00	024119190840	E		Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		0	0	Week	$ 775.00	$ -	$ -	$ 775.00	$ 4,650.00	$ -	$ -	$ 4,650.00	$ 850.00	$ -	$ -	$ 850.00	$ 5,100.00	$ -	$ -	$ 5,100.00	RR	
1.00	015423700090			Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 1 to 5 stories, excludes planks	CARP	8	3	C.S.F.	$ -	$ 131.10	$ -	$ 131.10	$ -	$ 131.10	$ -	$ 131.10	$ -	$ 204.44	$ -	$ 204.44	$ -	$ 204.44	$ -	$ 204.44	RR	
16.00	015423700925			Scaffolding, steel tubular, heavy duty shoring, frame, buy, 5' high x 4' wide		0	0	Ea.	$ 97.02	$ -	$ -	$ 97.02	$ 1,552.32	$ -	$ -	$ 1,552.32	$ 106.92	$ -	$ -	$ 106.92	$ 1,710.72	$ -	$ -	$ 1,710.72	RR	
16.00	015423700945			Scaffolding, steel tubular, heavy duty shoring, accessory, cross brace, buy		0	0	Ea.	$ 32.18	$ -	$ -	$ 32.18	$ 514.88	$ -	$ -	$ 514.88	$ 35.15	$ -	$ -	$ 35.15	$ 562.40	$ -	$ -	$ 562.40	RR	
4.00	015423700965			Scaffolding, steel tubular, heavy duty shoring, accessory, leveling jack, buy		0	0	Ea.	$ 34.65	$ -	$ -	$ 34.65	$ 138.60	$ -	$ -	$ 138.60	$ 38.12	$ -	$ -	$ 38.12	$ 152.48	$ -	$ -	$ 152.48	RR	
8.00	015423701900			Scaffolding, steel tubular, regular, accessory, stairway section, buy		0	0	Ea.	$ 331.65	$ -	$ -	$ 331.65	$ 2,653.20	$ -	$ -	$ 2,653.20	$ 366.30	$ -	$ -	$ 366.30	$ 2,930.40	$ -	$ -	$ 2,930.40	RR	
2.00	015423701910			Scaffolding, steel tubular, regular, accessory, stairway starter bar, buy		0	0	Ea.	$ 13.51	$ -	$ -	$ 13.51	$ 27.02	$ -	$ -	$ 27.02	$ 14.90	$ -	$ -	$ 14.90	$ 29.80	$ -	$ -	$ 29.80	RR	

16.00	015423701920			Scaffolding, steel tubular, regular, accessory, stairway inside handrail, buy		0	0	Ea.	$ 122.76	$ -	$ -	$ 122.76	$ 1,964.16	$ -	$ -	$ 1,964.16	$ 134.64	$ -	$ -	$ 134.64	$ 2,154.24	$ -	$ -	$ 2,154.24	RR	
16.00	015423701930			Scaffolding, steel tubular, regular, accessory, stairway outside handrail, buy		0	0	Ea.	$ 200.97	$ -	$ -	$ 200.97	$ 3,215.52	$ -	$ -	$ 3,215.52	$ 220.77	$ -	$ -	$ 220.77	$ 3,532.32	$ -	$ -	$ 3,532.32	RR	
2.00	015423701940			Scaffolding, steel tubular, regular, accessory, walk-thru frame guardrail, buy		0	0	Ea.	$ 59.40	$ -	$ -	$ 59.40	$ 118.80	$ -	$ -	$ 118.80	$ 65.34	$ -	$ -	$ 65.34	$ 130.68	$ -	$ -	$ 130.68	RR	
8.00	015423705700			Scaffolding, planks, labor only to install & remove, 2"x10"x16', up to 50' high	CARP	72	0.333	Ea.	$ -	$ 14.60	$ -	$ 14.60	$ -	$ 116.80	$ -	$ 116.80	$ -	$ 22.72	$ -	$ 22.72	$ -	$ 181.76	$ -	$ 181.76	RR	
1.00	015423706600			Scaffolding, steel tubular, heavy duty shoring for elevated slab forms, floor area, labor only to erect & dismantle, to 14'-8" high	CARP	10	3.2	C.S.F.	$ -	$ 140.18	$ -	$ 140.18	$ -	$ 140.18	$ -	$ 140.18	$ -	$ 217.42	$ -	$ 217.42	$ -	$ 217.42	$ -	$ 217.42	RR	
1500.00	090505300300			Walls and partitions demolition, exterior stucco over netting, 1" thick	B9	3200	0.013	S.F.	$ -	$ 0.39	$ 0.13	$ 0.52	$ -	$ 585.00	$ 195.00	$ 780.00	$ -	$ 0.60	$ 0.14	$ 0.74	$ -	$ 900.00	$ 210.00	$ 1,110.00	RR	
8.00	090505309000			Walls and partitions demolition, minimum labor/equipment charge	CLAB	4	2	Job	$ -	$ 61.37	$ -	$ 61.37	$ -	$ 490.96	$ -	$ 490.96	$ -	$ 96.11	$ -	$ 96.11	$ -	$ 768.88	$ -	$ 768.88	RR	
160.00	092423400015			Stucco, 3 coats, float finish, with mesh, on wood frame, 7/8" thick	J2	63	0.762	S.Y.	$ 12.62	$ 25.03	$ 2.09	$ 39.74	$ 2,019.20	$ 4,004.80	$ 334.40	$ 6,358.40	$ 13.88	$ 39.05	$ 2.30	$ 55.23	$ 2,220.80	$ 6,248.00	$ 368.00	$ 8,836.80	RR	
160.00	092423400300			Stucco, 3 coats, float finish, 3/4" thick, excl. lath, for trowel finish, add	PLAS	170	0.047	S.Y.	$ -	$ 1.57	$ -	$ 1.57	$ -	$ 251.20	$ -	$ 251.20	$ -	$ 2.46	$ -	$ 2.46	$ -	$ 393.60	$ -	$ 393.60	RR	
160.00	092423400600			Stucco, for coloring, add	J1	685	0.058	S.Y.	$ 0.45	$ 1.86	$ 0.19	$ 2.50	$ 72.00	$ 297.60	$ 30.40	$ 400.00	$ 0.50	$ 2.92	$ 0.21	$ 3.63	$ 80.00	$ 467.20	$ 33.60	$ 579.20	RR	
16.00	092423401550			Stucco, minimum labor/equipment charge	PLAS	1	8	Job	$ -	$ 266.75	$ -	$ 266.75	$ -	$ 4,268.00	$ -	$ 4,268.00	$ -	$ 418.00	$ -	$ 418.00	$ -	$ 6,688.00	$ -	$ 6,688.00	RR	
75.00	092423402100			Mesh, painted, wired to steel, 3.6 lb	LATH	50	0.16	S.Y.	$ 7.64	$ 5.94	$ -	$ 13.58	$ 573.00	$ 445.50	$ -	$ 1,018.50	$ 8.44	$ 9.16	$ -	$ 17.60	$ 633.00	$ 687.00	$ -	$ 1,320.00	RR	
16.00	092423409000			Stucco, mesh, minimum labor/equipment charge	LATH	4	2	Job	$ -	$ 74.25	$ -	$ 74.25	$ -	$ 1,188.00	$ -	$ 1,188.00	$ -	$ 114.40	$ -	$ 114.40	$ -	$ 1,830.40	$ -	$ 1,830.40	RR	
3.00	092915101120			Accessories, gypsum board, furring channel, galvanized steel, resilient, 5/8" wide	CARP	2.95	2.712	C.L.F.	$ 76.45	$ 100.65	$ -	$ 177.10	$ 229.35	$ 301.95	$ -	$ 531.30	$ 84.42	$ 156.75	$ -	$ 241.17	$ 253.26	$ 470.25	$ -	$ 723.51	RR	
16.00	092915109000			Accessories, gypsum board, minimum labor/equipment charge	CARP	3	2.667	Job	$ -	$ 99.00	$ -	$ 99.00	$ -	$ 1,584.00	$ -	$ 1,584.00	$ -	$ 154.00	$ -	$ 154.00	$ -	$ 2,464.00	$ -	$ 2,464.00	RR	
1500.00	072726100100			Fluid applied membrane air barrier, 25 S.F./Gallon, spray	PORD	1375	0.006	S.F.	$ -	$ 0.23	$ -	$ 0.23	$ -	$ 345.00	$ -	$ 345.00	$ -	$ 0.35	$ -	$ 0.35	$ -	$ 525.00	$ -	$ 525.00	RR	
50.00	030513300400			Cement, portland, type III, high early, 94 lb. Bags, truckload or carload lots, includes material only		0	0	Bag	$ 17.57	$ -	$ -	$ 17.57	$ 878.50	$ -	$ -	$ 878.50	$ 19.20	$ -	$ -	$ 19.20	$ 960.00	$ -	$ -	$ 960.00	RR	
1500.00	072413100110			Polymer based exterior insulation and finish system, field applied, 2" EPS insulation, with 1/2" cement board sheathing	J1	268	0.149	S.F.	$ 3.82	$ 5.95	$ 0.50	$ 10.27	$ 5,730.00	$ 8,925.00	$ 750.00	$ 15,405.00	$ 4.20	$ 9.32	$ 0.54	$ 14.06	$ 6,300.00	$ 13,980.00	$ 810.00	$ 21,090.00	RR	
1500.00	072413100140			Polymer based exterior insulation and finish system, premium finish, add	J1	1265	0.032	S.F.	$ 0.48	$ 1.26	$ 0.11	$ 1.85	$ 720.00	$ 1,890.00	$ 165.00	$ 2,775.00	$ 0.53	$ 1.97	$ 0.12	$ 2.62	$ 795.00	$ 2,955.00	$ 180.00	$ 3,945.00	RR	
100.00	072413100160			Polymer based exterior insulation and finish system, field applied, 2.5#/S.Y. metal lath substrate add	LATH	75	0.107	S.Y.	$ 6.68	$ 4.95	$ -	$ 11.63	$ 668.00	$ 495.00	$ -	$ 1,163.00	$ 7.38	$ 7.64	$ -	$ 15.02	$ 738.00	$ 764.00	$ -	$ 1,501.00	RR	
1500.00	072413100210			Polymer based exterior insulation and finish system, field applied, for color or texture change with substrate sealing base coat, 1" EPS insulation	PORD	1224	0.007	S.F.	$ 0.15	$ 0.25	$ -	$ 0.40	$ 225.00	$ 375.00	$ -	$ 600.00	$ 0.16	$ 0.39	$ -	$ 0.55	$ 240.00	$ 585.00	$ -	$ 825.00	RR	
1500.00	072413100140			Polymer based exterior insulation and finish system, premium finish, add	J1	1265	0.032	S.F.	$ 0.48	$ 1.26	$ 0.11	$ 1.85	$ 720.00	$ 1,890.00	$ 165.00	$ 2,775.00	$ 0.53	$ 1.97	$ 0.12	$ 2.62	$ 795.00	$ 2,955.00	$ 180.00	$ 3,945.00	RR	
542.00	070505100220			Selective demolition, thermal and moisture protection, flashing, sheet metal	CLAB	290	0.028	S.F.	$ -	$ 1.02	$ -	$ 1.02	$ -	$ 552.84	$ -	$ 552.84	$ -	$ 1.59	$ -	$ 1.59	$ -	$ 861.78	$ -	$ 861.78	RR	
16.00	070505101325			Selective demolition, thermal and moisture protection, roof accessories, plumbing vent flashing	CLAB	32	0.25	Ea.	$ -	$ 9.28	$ -	$ 9.28	$ -	$ 148.48	$ -	$ 148.48	$ -	$ 14.31	$ -	$ 14.31	$ -	$ 228.96	$ -	$ 228.96	RR	
1500.00	070505105620			Selective demolition, thermal and moisture protection, siding, stucco siding	CLAB	360	0.022	S.F.	$ -	$ 0.82	$ -	$ 0.82	$ -	$ 1,230.00	$ -	$ 1,230.00	$ -	$ 1.28	$ -	$ 1.28	$ -	$ 1,920.00	$ -	$ 1,920.00	RR	
1000.00	070505105880			Selective demolition, thermal and moisture protection, steel siding, corrugated/ribbed	CLAB	402.5	0.02	S.F.	$ -	$ 0.74	$ -	$ 0.74	$ -	$ 740.00	$ -	$ 740.00	$ -	$ 1.15	$ -	$ 1.15	$ -	$ 1,150.00	$ -	$ 1,150.00	RR	
1500.00	070505105970			Selective demolition, thermal and moisture protection, waterproofing, over 1/2" thick	CLAB	1750	0.009	S.F.	$ -	$ 0.34	$ -	$ 0.34	$ -	$ 510.00	$ -	$ 510.00	$ -	$ 0.53	$ -	$ 0.53	$ -	$ 795.00	$ -	$ 795.00	RR	
16.00	070505109000			Selective demolition, thermal and moisture protection, minimum labor/equipment charge	CLAB	2	4	Job	$ -	$ 147.98	$ -	$ 147.98	$ -	$ 2,367.68	$ -	$ 2,367.68	$ -	$ 230.34	$ -	$ 230.34	$ -	$ 3,685.44	$ -	$ 3,685.44	RR	
1850.00	090505102500			Textured ceiling, remove and refinish, remove, refinish, preparation, painting	PLAS	222	0.036	S.F.	$ 0.04	$ 1.26	$ -	$ 1.30	$ 74.00	$ 2,331.00	$ -	$ 2,405.00	$ 0.04	$ 1.98	$ -	$ 2.02	$ 74.00	$ 3,663.00	$ -	$ 3,737.00	RR	
1850.00	090505100220			Ceiling demolition, drywall, on metal frame, 2 layers, 5/8" gypsum board, remove	CLAB	760	0.021	S.F.	$ -	$ 0.65	$ -	$ 0.65	$ -	$ 1,202.50	$ -	$ 1,202.50	$ -	$ 1.01	$ -	$ 1.01	$ -	$ 1,868.50	$ -	$ 1,868.50	RR	
200.00	024119192045			Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	CLAB	25	0.64	C.Y.	$ -	$ 34.14	$ -	$ 34.14	$ -	$ 6,828.00	$ -	$ 6,828.00	$ -	$ 53.21	$ -	$ 53.21	$ -	$ 10,642.00	$ -	$ 10,642.00	RR	
30.00	015433400070			Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.		0	0	Day	$ -	$ -	$ 707.11	$ 707.11	$ -	$ -	$ 21,213.30	$ 21,213.30	$ -	$ -	$ 777.82	$ 777.82	$ -	$ -	$ 23,334.60	$ 23,334.63	RR	
20.00	015623100850			Barricades, traffic cones, PVC, 28" high		0	0	Ea.	$ 18.56	$ -	$ -	$ 18.56	$ 371.20	$ -	$ -	$ 371.20	$ 20.30	$ -	$ -	$ 20.30	$ 406.00	$ -	$ -	$ 406.00	RR	
4.00	015623101300			Barricades, barricade tape, polyethylene, 7 mils thick, 3" wide x 300' long roll	CLAB	128	0.063	Ea.	$ 6.88	$ 2.15	$ -	$ 9.03	$ 27.52	$ 8.60	$ -	$ 36.12	$ 7.57	$ 3.37	$ -	$ 10.94	$ 30.28	$ 13.48	$ -	$ 43.76	RR	
14.00	015433600150			Rent crane, flatbed mounted, 3 ton capacity, Incl. Hourly Oper. Cost.		0	0	Day	$ -	$ -	$ 1,004.75	$ 1,004.75	$ -	$ -	$ 14,066.50	$ 14,066.50	$ -	$ -	$ 1,105.23	$ 1,105.23	$ -	$ -	$ 15,473.22	$ 15,473.22	RR	
1500.00	071213201060			Membrane waterproofing, EPS membrane protection board, 1/2" thick	ROFC	3500	0.005	S.F.	$ 0.99	$ 0.15	$ -	$ 1.14	$ 1,485.00	$ 225.00	$ -	$ 1,710.00	$ 1.09	$ 0.25	$ -	$ 1.34	$ 1,635.00	$ 375.00	$ -	$ 2,010.00	RR	
11.00	071213209000			Membrane waterproofing, minimum labor/equipment charge	ROFC	2	8	Job	$ -	$ 264.00	$ -	$ 264.00	$ -	$ 2,904.00	$ -	$ 2,904.00	$ -	$ 434.50	$ -	$ 434.50	$ -	$ 4,779.50	$ -	$ 4,779.50	RR	
2.00	092915100400			Accessories, gypsum board, corner bead, galvanized steel, 1-1/4" x 1-1/4"	CARP	3.5	2.286	C.L.F.	$ 46.90	$ 84.70	$ -	$ 131.60	$ 93.80	$ 169.40	$ -	$ 263.20	$ 51.59	$ 132.00	$ -	$ 183.59	$ 103.18	$ 264.00	$ -	$ 367.18	RR	
2.00	092915100020			Accessories, gypsum board, casing bead, galvanized steel	CARP	2.9	2.759	C.L.F.	$ 42.21	$ 102.30	$ -	$ 144.51	$ 84.42	$ 204.60	$ -	$ 289.02	$ 46.43	$ 159.50	$ -	$ 205.93	$ 92.86	$ 319.00	$ -	$ 411.86	RR	
2.00	092915101100			Accessories, gypsum board, furring channel, galvanized steel, resilient, 1/2" wide	CARP	3	2.667	C.L.F.	$ 50.65	$ 99.00	$ -	$ 149.65	$ 101.30	$ 198.00	$ -	$ 299.30	$ 55.81	$ 154.00	$ -	$ 209.81	$ 111.62	$ 308.00	$ -	$ 419.62	RR	
1500.00	090190930670			Surface preparation, exterior, siding, scrape & sand, Texture 1-11, heavy	PORD	360	0.022	S.F.	$ -	$ 0.72	$ -	$ 0.72	$ -	$ 1,080.00	$ -	$ 1,080.00	$ -	$ 1.12	$ -	$ 1.12	$ -	$ 1,680.00	$ -	$ 1,680.00	RR	
124.00	099710102500			Paints & coatings, masonry, exterior, alkali-resistant primer, in 5 gallon lots		0	0	Gal.	$ 113.18	$ -	$ -	$ 113.18	$ 14,034.32	$ -	$ -	$ 14,034.32	$ 124.71	$ -	$ -	$ 124.71	$ 15,464.04	$ -	$ -	$ 15,464.04	RR	
150.00	099710105700			Coatings, heavy duty, acrylic urethane, in 5 gallon lots		0	0	Gal.	$ 153.01	$ -	$ -	$ 153.01	$ 22,951.50	$ -	$ -	$ 22,951.50	$ 168.73	$ -	$ -	$ 168.73	$ 25,309.50	$ -	$ -	$ 25,309.50	RR	
1500.00	099113601800			Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	PORD	1300	0.012	S.F.	$ 0.21	$ 0.34	$ -	$ 0.55	$ 315.00	$ 510.00	$ -	$ 825.00	$ 0.23	$ 0.54	$ -	$ 0.77	$ 345.00	$ 810.00	$ -	$ 1,155.00	RR	
1500.00	099113602400			Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, paint 2 coats, brushwork	PORD	810	0.02	S.F.	$ 0.56	$ 0.55	$ -	$ 1.11	$ 840.00	$ 825.00	$ -	$ 1,665.00	$ 0.61	$ 0.86	$ -	$ 1.47	$ 915.00	$ 1,290.00	$ -	$ 2,205.00	RR	

16.00	099113609000			Paints & coatings, siding, exterior, minimum labor/equipment charge	PORD	2	4	Job	$ -	$ 111.78	$ -	$ 111.78	$ -	$ 1,788.48	$ -	$ 1,788.48	$ -	$ 174.65	$ -	$ 174.65	$ -	$ 2,794.40	$ -	$ 2,794.40	RR	
Grand Total												***$ 11,420.90***	***$ 106,345.89***	***$ 80,972.60***	***$ 42,545.30***	***$ 229,863.79***				***$ 14,399.76***	***$ 117,128.07***	***$ 127,391.28***	***$ 46,825.12***	***$ 291,370.69***		

CostWorks Base	$	291,370.69
90% Coeff	$	262,233.62
Owner Contingenc		0
Subtotal	$	262,233.62
Bond	$	5,244.67
Project Total	$	267,478.29

AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to authorize the execution of a Memorandum of Understanding (MOU) between Hays County, Texas and Emergency Management and Response (EMR) for the use of EMR's resources during emergency incidents or disasters. **BECERRA/M.JONES**

Summary

Attachments

MOU EMR

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between **Emergency Management and Response** ("EMR"), a Texas nonprofit corporation, with its headquarters located at 7451 FM 3009, Schertz, Texas 78154 and **Hays County** (hereinafter "County"), with official offices located at 111 E San Antonio Street, San Marcos, Texas 78666, individually "a Party" and collectively "the Parties."

WHEREAS County would benefit from the temporary provision and use of EMR's resources that would supplement County's resources during emergency incidents or disasters; and

WHEREAS EMR would consider providing County with access to EMR's emergency response resources as they are available; and

WHEREAS emergencies and exigent circumstances may create unexpected and unusually dangerous situations that require immediate action, including urgent needs to protect life, public health or safety, improved property, or to avoid or alleviate serious harm or significant disruption; and

WHEREAS EMR maintains significant emergency response personnel resources including Incident Management, Medical, Case Management, and Mental Health professionals and a vast array of emergency response physical resources including Mobile Command Platforms, mass transportation assets, communications equipment, mass care and medical resources, and other related and supportive resources including portable power, tentage and wrap around resources and services capable of conducting and providing emergency, recovery, and/or steady state-type functions; and

WHEREBY the Parties hereto wish to express their agreement in which EMR would make resources available, in accordance with conditions and stipulations specified herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein EMR and County express their agreement and define the duties, scope, responsibilities, conditions, and stipulations of the parties as follows:

1. **Term.**

   This Agreement is effective from the date of last signature for one (1) year (the "Term"). Each Term will automatically be renewed for a subsequent period of the same length as the initial Term (each a "Renewal Term"), unless terminated as set forth under Section 11 herein.

2. **Nature of Agreement; Non-Procurement; No Obligation of Funds.**

   2.1 The parties acknowledge that the basis of this Agreement is for emergency needs and coordination of resources as they are available. This Agreement is intended to establish a framework for cooperation between EMR and County in preparing for

and responding to emergencies and is not legally binding.

2.2 This Agreement is not a procurement contract, does not obligate either party to expend funds, and does not require County to request or EMR to provide any services or resources.

2.3 Any actual orders for goods, supplies, or services, and any associated reimbursement or payment obligations, will occur only through separate written procurement instruments (such as contracts, purchase orders, or task orders) issued by County in accordance with applicable Federal, state, and local procurement laws and regulations.

2.4 The parties will work together in good faith to agree on administrative issues related to this Agreement, including any supporting information required for reimbursement or payment under such separate instruments, and to resolve issues not specifically addressed herein.

3. Responsibilities of the Parties.

3.1 County agrees to provide EMR with contact information of personnel authorized to submit requests for resources for approval to County and to utilize the EMR Emergency Response toll free number (800.337.0373) to request activation of available EMR resources. (See Attachment 'A' – Authorized Requestors).

3.2 County agrees that any EMR resource that is or becomes inoperable or unavailable at the time of request(s) will not obligate EMR to provide an alternative for, or backup to, the requested resource. EMR cannot make any guarantees it can support, in full or in part, a request made by County.

3.3 County agrees that EMR's resources are to be utilized for emergency incidents that are geographically located within County.

3.4 County understands the provisions provided under this Agreement are to aid County in emergency situations, and as such EMR will not be held responsible for County's inappropriate, reckless, or negligent use of EMR's provisions and resources. To the extent permitted by applicable law, County agrees EMR will not be held responsible or liable for any procedures or processes undertaken at the request of County, and County will indemnify and hold EMR and its respective legally affiliated entities, agents, employees, and officers harmless from legal liability for injuries or damage suffered by County or third parties that are the result of County's own negligent or reckless acts.

3.5 Nothing in this Agreement is intended to waive any governmental immunities, defenses, or limitations of liability available to County or EMR under applicable law.

3.6 Relative to each requested resource, EMR personnel will support, operate and/or

oversee the requested resource to the extent deemed appropriate by EMR. EMR will not be responsible for any personnel or resources that are under the care, custody, and control of County.

3.7 Regarding EMR resources left to the responsibility and operation of County personnel, County agrees to perform all reasonable and necessary maintenance on requested resources during and immediately after their use before returning, as deemed appropriate and necessary by EMR and County. During use, particularly for extended periods of time, County agrees to monitor and maintain vehicle fuel and fluid levels at appropriate levels and in a timely manner. County will also make best efforts to ensure the security and safety of EMR's requested resources. Mechanical issues or concerns will be reported to the designated EMR representative without undue delay.

3.8 Upon return of EMR's resources by County, EMR will inspect the resources within seventy-two (72) hours. EMR will provide County with written notice, in accordance with section 11, of any damage(s) found to EMR's resources accompanied by the estimated cost of repairs. EMR shall provide said notice to the County within ten (10) business days of the County's return of EMR's resources; failure to notify the County within said timeframe will constitute a waiver of any damages by EMR. The County will have ten (10) business days from the County's receipt of said notice to dispute the notice. EMR's notice shall include a detailed copy of the inspection and justification of the estimated cost of repairs; EMR shall provide any other reasonable documentation, inspection, access, etc. as requested by the County. Upon the County's timely request for further documentation from EMR, the County will then have an additional ten (10) days from the time it receives the additional documentation to review and respond. Any requests made by County to EMR must be reasonable and in good faith, or EMR is not obligated to respond. County must pay any undisputed portion of the invoiced amount, within thirty (30) days of receiving the invoice for the cost of repairs. Additionally, both parties will work in good faith to resolve the dispute within fifteen (15) days of receiving the notice to dispute the amount, and to the extent such dispute is not resolved within a further thirty (30) days, the Parties may take any action as applicable under the circumstances in respect of a claim. If County elects not to dispute EMR's notice of damages, County will remit payment to EMR for the cost of repairs.

4. Task Orders.

County understands and agrees that, under certain circumstances, it may request EMR to provide goods, supplies, and services on a reimbursement basis. County will provide written notification to EMR of its situation and unmet needs and will work with EMR to determine those specific resources; supplies, materials, and/or personnel that will be required to fulfil the need. EMR will then provide County with a written cost estimate delineating those resources, anticipated

response time, and pricing necessary to meet the needs of County. County may accept, negotiate, or decline the proposed cost estimate. If such cost estimate is approved by County, County will issue a separate bilateral task order or other procurement instrument, which will serve as the mechanism for securing the necessary resources from EMR and will delineate the timeline and terms for reimbursement from County to EMR. This Section applies only to response conditions requiring reimbursement. (See Attachment 'B' - Reimbursable Task Order Process).

5. Exigent or Emergency Circumstances

5.1 The parties recognize that during certain disasters or public emergencies, County may determine that exigent or emergency circumstances exist that require immediate action and may permit County to use expedited or noncompetitive procurement methods under applicable Federal, state, local laws, and regulations.

5.2 In such circumstances, and when allowed by applicable law and federal guidance, County may use this Agreement as a framework under which it issues separate procurement instruments (such as contract addendums, purchase orders, or task orders) to EMR.

5.3 County is solely responsible for determining whether exigent or emergency circumstances exist, for complying with all applicable procurement requirements (including any documentation of noncompetitive procurement), and for ensuring that any costs it seeks to have reimbursed from federally awarded money is allowable, allocable, and reasonable.

5.4 Nothing in this Agreement is intended to interpret federal policy, guaranteed reimbursement of any cost, or relieve County of its obligations under Federal, state, or local laws.

General Provisions.

6. This Agreement will remain in full force and effect during the Term set forth above unless any of the following occur:

   6.1 Either County or EMR terminates this Agreement upon 14 days' written notice to the other party with or without cause, or

   6.2 Terminated immediately by EMR due to nonpayment by County, or

   6.3 The parties mutually agree in writing to terminate this Agreement on a given day/time.

7. If a FEMA response, the Parties to this Agreement will carry out their respective responsibilities in a nondiscriminatory manner according to Section 308 of the Stafford Act (42 U.S.C. 5151).

8. This Agreement may not be assigned, in whole or in part, by either of the parties to another without the prior written consent of the other party. Notwithstanding the aforementioned, EMR may utilize third party vendor resources as needed during any operation.

9. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations or agreements whether verbal or written. This Agreement will not be amended except by an instrument in writing, duly executed by an authorized representative of each party.

10. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance of this Agreement remains enforceable to the extent allowed by law.

11. Any official notice directly related to this Agreement will be in writing and deemed to have been sufficiently given when personally delivered to or sent via certified overnight mail, to the addresses listed below. Non-official notices may be provided either by certified mail or via email to the email addressed listed below.

County:	EMR:
Hays County Judge's Office	
111 E San Antonio Street	7451 FM 3009
San Marcos, Texas 78666	Schertz, Texas 78154
Attn: Ruben Becerra (or successor)	Attn: Justen Noakes, President
Phone: (512) 393-2205	Phone: (210) 801-7951
judge.becerra@hayscountytx.gov	JN3179@NationalEMR.us

With a Copy to:

Hays County Office of Emergency Services
810 S Stagecoach Trail Ste 1200
San Marcos, TX 78666
Attn: Mike Jones (or successor)
512-618-0302
Mike.Jones@hayscountytx.gov

12. No Third-Party Beneficiaries; No Exclusivity. This Agreement does not create any rights, benefits, or causes of action for any third party. Nothing herein is intended to create an exclusive relationship. Each party remains free to enter into similar arrangements with other entities.

13. Nothing in this Agreement will be construed to make EMR an employee, agent, or partner of County.

14. This Agreement will be governed by and be construed in accordance with the laws of the state of Texas without reference to its laws governing conflicts of law. Each Party hereby irrevocably agrees that any legal action or proceeding with respect to this Agreement will be brought in the courts of Hays County, Texas or in the United States District Court for the Western District of Texas, and by execution and delivery of this Agreement, each party irrevocably submits to each such jurisdiction and hereby irrevocably waives any and all objections which it may have as to venue in any of the above courts. Notwithstanding the foregoing, if a party in good faith believes that the courts designated above cannot provide a fair and impartial forum with respect to a dispute under this Agreement, including on grounds of demonstrated bias, conflict of interest, or prejudice against that party, such party may petition the designated court for a change of venue or transfer to a neutral forum, and/or may provide the other party with written notice invoking transfer of the dispute to an agreed neutral forum. The parties agree to cooperate in good faith to identify a mutually acceptable alternative forum.

The signers below hereto warrant and represent that they have the authority to legally bind their respective entities.

HAYS COUNTY	**EMERGENCY MANAGEMENT AND RESPONSE**
Signed: _____	Signed: _____
Ruben Becerra	**Justen Noakes**
County Judge	**President**
Date: _____	Date: _____

Attachment A: Authorized Requestors

Position	Name	Contact Phone Number	Contact Email Address

Attachment B: Reimbursable Task Orders - Process

County understands and agrees that, under certain circumstances, it may task EMR for goods, supplies, and services for reimbursement. County will provide written notification to EMR of its situation and unmet needs and will work with EMR to determine those specific resources; supplies, materials, and/or personnel that will be required to fulfil the need. EMR will then provide County with a written cost estimate delineating those resources, anticipated response time and pricing necessary to meet the needs of County. County may accept, negotiate, or decline the proposal. If/once accepted, County would then issue a bilateral task order which will serve as the mechanism for securing the necessary resources from EMR, and source for calculation and reimbursement from County to EMR.

- The task order will delineate resources requested by County from EMR. County agrees to reimburse all expenses associated with the requested resources. The estimated cost of requested resources will be provided in advance of activation.
- EMR will invoice County bi-monthly for services provided. County will ensure each invoice is paid within thirty (30) business days from the date County receives the invoice. County understands its timely payments to EMR are fundamental to the strict performance requirements of this Agreement. As such, EMR may terminate the agreement immediately if payment is not received in a timely manner. County will notify EMR, in writing, of any errors or objections to an invoice within ten (10) business days from the date upon which County receives the invoice specifying those items at issue. EMR will review and respond to County within ten (10) business days and notify County if any invoice adjustment is appropriate. Invoice details and necessary supporting documentation will be specified in the task order from County to EMR.

AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve the execution of an Interlocal Agreement (ILA) between Hays County and the City of San Marcos for the installation of decorative tree lighting on the Historic Courthouse grounds utilizing Tax Increment Reinvestment Zone (TIRZ) No. 5 funding. **INGALSBE/CRUMLEY**

Summary

The City has expressed interest in enhancing the visual appeal and visitor experience of the downtown area by installing permanent decorative lighting in trees located on the Historic Courthouse grounds. The proposed lighting design would mirror the year-round tree lighting currently utilized around the downtown square, creating a consistent and welcoming atmosphere.

It is proposed that Tax Increment Reinvestment Zone (TIRZ) No. 5 funding be utilized for this project. The contract will include the installation of the lighting system as well as a one-year quarterly maintenance agreement to ensure the continued operation and appearance of the lighting. The proposed lighting system utilizes expandable strands designed to accommodate tree growth for up to three years before rewrapping is required, reducing maintenance needs and helping preserve the aesthetic consistency of the installation over time.

Auditor's Office:
G/L Account Validated Y/N?: N/A, lights will not be maintained by the County
New Revenue Y/N?: N/A, lights will not be maintained by the County

Attachments

Quote
ILA

DECOR IQ™
Holiday & Event Services

City of San Marcos, TX - Permanent Courthouse 15 Tree Lights 2026

City of San Marcos, TX
630 East Hopkins Street
San Marcos, TX 78666
US

Jeremy Ferguson
Director of Operations
jeremy@downtownsm.com
+15302195184

Josie Falletta
Downtown Manager
jfalletta@sanmarcostx.gov
+15123938430

Reference: 20260513-175638610
Quote created: May 13, 2026
Quote expires: July 16, 2026

Quote created by: Hailey
Account Executive
hweidenfeller@decoriq.com
+12109125052

Comments from Hailey

Please note the following exclusions to the listed pricing:
Electrical Infrastructure
Shipping
Storage & Transport
Local Permitting

Thank you so much for the opportunity!

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
Everlastrings Lights (2,212 Strands for 15 COurthouse Trees) Everlastrings 24V Series - 7mm LED Expandable Light String, 48L, Warm White, 3"x4-6"x3", Black Wire		02 Holiday Lights - Product Purchase	1	$57,228.86	$57,228.86
Power Supplies (30) Versaline Classic Series - 24VDC 100W Power Supply		02 Holiday Lights - Product Purchase	1	$2,777.85	$2,777.85
Extension Cords (60) Versaline Classic Series - 25' Extension Cord / 1-Channel		02 Holiday Lights - Product Purchase	1	$1,220.67	$1,220.67
Splitters (100) Versaline Lite Snap N Go Series - 3-Way Splitter / 1-Channel, 3 Taps		02 Holiday Lights - Product Purchase	1	$709.50	$709.50
Installation Labor Labor Only to Install 2,998 Ligths on 20 Courthouse Trees		02 Holiday Lights - Labor	1	$20,466.21	$20,466.21
Maintenance - Quarterly for 15 Courthouse Trees Quarterly Maintenance Program – Includes labor and lighting adjustments as needed. Additional product purchases, if required, are not included.		02 Holiday Lights - Other Service	1	$5,391.75	$5,391.75
Maintenance - Bi-Yearly for 15 Courthouse Trees Bi-Yearly Maintenance Program – Includes labor and lighting adjustments as needed. Additional product purchases, if required, are not included.		02 Holiday Lights - Other Service	1	$3,162.79	$3,162.79
Maintenance - Yearly for 15 Courthouse Trees Yearly Maintenance Program – Includes labor and lighting adjustments as needed. Additional product purchases, if required, are not included.		02 Holiday Lights - Other Service	1	$2,242.86	$2,242.86

Item & Description	Image	SKU	Quantity	Unit Price	Total
Maintenance - As Needed for 15 Courthouse Trees As Needed Maintenance Program – Includes labor and lighting adjustments as needed. Additional product purchases, if required, are not included.		02 Holiday Lights - Other Service	1	$1,506.92	$1,506.92

One-time subtotal	$94,707.41
Total	**$94,707.41**

If quarterly maintenance: $87,794.84

Terms & Agreement

Click to Review the Client Agreement

By signing this quote/proposal, client agrees that they have read & reviewed our client "purchase, lease, & services agreement," linked above, and further approves & agrees to the terms outlined.

***A Note About Tariffs**

In light of the recent tariffs imposed by the U.S. government, all sales quotes provided are subject to adjustments based on applicable tariffs and trade regulations. If any portion of the quoted price is affected by changes in tariffs or import/export duties incurred between the date of this quote and the date of delivery, we reserve the right to modify the pricing accordingly.

Customers will be promptly notified of any necessary adjustments, and any increase in costs due to tariffs may be reflected in the final invoice. The tariffs situation is evolving & we are monitoring it closely. As always, we remain committed to providing competitive pricing while maintaining the highest quality standards.

Signature

Signature

Date

Printed name

Questions? Contact me



Hailey Weidenfeller
Account Executive
hweidenfeller@decoriq.com
+12109125052

Decor IQ
1310 W. Laurel St
San Antonio, TX 78201
United States

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF SAN MARCOS, TEXAS REGARDING DOWNTOWN LIGHTING

This Interlocal Agreement (the "Agreement") regarding Lighting is made AS OF THE Effective Date below between the City of San Marcos, a Texas home rule municipality (the "City"), and the County of Hays, a political subdivision of the State of Texas (the "County"), collectively referred to hereinafter as "the Parties."

WHEREAS, the Parties desire to beautify downtown San Marcos with year-round lighting within the boundaries of the TIRZ No.5 ("Downtown").

WHEREAS, the County owns and operates various properties and buildings in and within Downtown.

WHEREAS, in furtherance of this objective, the Parties seek to allow the installation and maintenance of lighting on County properties and building within Downtown to be paid for using TIRZ No. 5 funds.

NOW THEREFORE the County and City mutually agree as follows:

I.
PURPOSE

1.01 General. This Agreement will outline the terms and conditions under which the City will install and maintain lighting on County property in Downtown.

II.
LIGHTING INSTALLATION

2.01 General. This Agreement is limited to lighting installation and maintenance only on County Property in Downtown. This Agreement includes, but is not limited to, the Hays County Historic Courthouse. By way of example, the County may grant authority to the City or its vendor to install lighting on the Hays County Historic Courthouse trees, grounds, or building, and grant ongoing authority to maintain this lighting once installed.

2.02 Representatives. Each party will designate one or more representatives in writing to the other having authority to implement and manage the activities under this Agreement. Such written designation will also include the email address and phone number for such designated representatives. Either party may designate new representatives in writing at any time.

III.
CITY OBLIGATIONS

3.01 City Obligations. The City shall provide oversight of the new lighting installation and ongoing maintenance schedule.

3.02 Coordination. The City will seek County approval of the type, location and duration of lighting to be installed on County property. The City shall work with its vendors and contractors on scheduling for both installation and maintenance. Additionally, before installing any lighting on County property, the City shall notify the County for both installation and maintenance and conduct such activities under any special conditions agreed in writing by the representatives.

IV.
COUNTY OBLIGATIONS

4.01 County Obligations. The County hereby grants permission and shall allow the City and its vendors or contractors to install the lighting approved by the County and shall maintain access for the City and its vendors or contractors for ongoing maintenance and removal of such lighting.

V.
LIABILITIES

5.01 General. Any civil liability relating to the installation and maintenance of lights on County Property under this Agreement shall be the responsibility of the Party performing service or work, except as herein provided. The City, to the extent permitted by law, shall hold the County free and harmless from any obligation, costs, claims, judgements, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the County.

5.02 Immunity and Limitation on Liability. To the extent allowed by law, neither party waives any immunity from suit or liability or any limitations on damages as may be afforded under applicable law.

VI.
DISPUTES

6.01 Material Breach; Notice and Opportunity to Cure. In the event that one Party believes another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach, or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the nondefaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

6.02 Duty to Mitigate. Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

6.03 Dispute Resolution. The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

6.04 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

VII.
GENERAL PROVISIONS

7.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

7.02 Term. This Agreement shall commence upon execution of this Agreement by the Parties. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon 30 days' written notice. This Agreement expires on November 1, 2027, but will renew automatically for successive one-year terms until terminated by either party.

7.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

7.04 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

7.05 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

7.06 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

7.07 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

7.08 Notices. Any notices given under this Agreement will be effective if forwarded to a Party by hand-delivery or transmitted to a Party by email to one of the other party's designated representatives. Notice of termination, however, shall be delivered by certified mail deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:	City of San Marcos Attn: City Manager 630 E. Hopkins St. San Marcos, TX 78666 512-393-8100
WITH COPY TO:	City of San Marcos Legal Department 630 E. Hopkins St. San Marcos, TX 78666 512-393-8151
COUNTY:	Hays County Department of Facilities and Resource Management Attn: Tammy Crumley (or successor) 101 Thermon Drive San Marcos, TX 78666 512-878-6673
WITH COPY TO:	Hays County Criminal District Attorney's Office – Civil Division Downtown Office, Historic Courthouse 111 E. San Antonio St. #202 San Marcos, TX 78666

7.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. Digital or PDF copies of signatures and this Agreement shall be deemed effective as originals.

7.10 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

7.11 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

7.12 No Joint Venture. This Project does not create a joint venture or other partnership between the County and the City.

7.13 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

7.14 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

7.15 Incorporation of Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.

7.16 Waiver. Waiver by a Party of any breach of this Agreement, or the failure of a Party to enforce any of the provisions of this Agreement, at any tune, shall not in any way affect, limit, or waive such Party's right thereafter to enforce and compel strict compliance.

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

CITY OF SAN MARCOS, TEXAS

By: _____
Stephanie Reyes, City Manager

Date: _____

AGENDA ITEM REQUEST FORM: K. 13.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: TIBBE/HALL

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action regarding the reassignment of the DWI & Drug Court Case Manager, position 0437-001, from County Court at Law 2, to District Courts, effective November 16, 2026, and amend the budget accordingly.
INGALSBE/TIBBE/HALL

Summary:

This action proposes transferring the DWI & Drug Court Case Manager position (Slot 001) from County Court at Law No. 2 (Judge Hall) to the District Courts (Judge Key and Judge Tibbe). The transfer will better align the position with the operational needs of the District Courts while allowing the position to continue supporting County Court at Law No. 2 by assisting with evaluations for the DWI Court program.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-25]/001-608-00]

Budget Office:

Source of Funds:General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($55,299) - Decrease Staff Salaries 001-612-25.5021
($3,429) - Decrease FICA 001-612-25.5101_100
($802) - Decrease Medicare 001-612-25.5101_200
($6,874) - Decrease Retirement 001-612-25.5101_300
($14,114) - Decrease Insurance Medical 001-612-25.5160_400
($405) - Decrease Insurance Dental 001-612-25.5160_500
($66) - Decrease Insurance Life 001-612-25.5160_400
$55,299 - Increase Staff Salaries 001-608-00.5021
$3,429 - Increase FICA 001-608-00.5101_100
$802 - Increase Medicare 001-608-00.5101_200
$6,874 - Increase Retirement 001-608-00.5101_300
$14,114 - Increase Insurance Medical 001-608-00.5160_400
$405 - Increase Insurance Dental 001-608-00.5160_500
$66 - Increase Insurance Life 001-608-00.5160_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: K. 14.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Morgan Hammer, Commissioner Pct.3

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the Office of the County Administrator and the Hays County Criminal District Attorney's Office to negotiate an agreement with The Nature Conservancy concerning the potential acquisition of the Mount Edith property located at or near FM 2325 and Woodcreek Drive in Precinct 3, including an initial funding commitment of $200,000.00, and to return the agreement to Commissioners Court for consideration and final approval and amend the budget accordingly. **HAMMER**

Summary:

Fiscal Impact:

Amount Requested: $200,000
Line Item Number: 001-645-00.5600

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Identified $200,000 in funding for Countywide project contributions that are not anticipated to be expensed in FY27 and can be re-allocated to other uses.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments: Will provide contract procurement whenthe agreement is brought back to court.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Michael Berlad, Director of Development Services

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the acceptance of a grant agreement and execute associated documents from the Texas Water Development Board in the amount of $178,526.00 and amend the budget accordingly.
HAMMER/BOUTTE/BERLAD/M.JONES

Summary:

The project service area includes portions of Hays County near the Guadalupe River Basin, Blanco River, San Marcos River, and their tributaries. Funds will be leveraged to map, analyze, and identify areas that are at risk of flooding. A 25% match is required in the amount of $59,509.00.

Grant contract: G1002463
Grant period: November 10, 2026 - May 31, 2030
Total grant award: $238,035.00
Texas Water Development Board: $178,526.00
Local match: $59,509.00

Fiscal Impact:

Amount Requested: $59,509.00
Line Item Number: 001-657-00.5448

Budget Office:

Source of Funds: Grant Funds / General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($59,509) - Decrease Project Contribution 001-645-00.5600
$59,509 - Increase Contract Services 001-657-00.5448
$178,526 - Increase Intergovernmental Revenue 155-765-99-246.4301
$178,526 - Increase Contract Services 155-765-99-246.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Expenses must follow the purchasing policy and guidelines.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $178,526 in Intergovernmental Revenue
Comments:

Attachments

Grant Agreement
Escrow Agreement

STATE OF TEXAS TWDB Commitment No. G1002463

COUNTY OF TRAVIS Flood Infrastructure Fund Flood Management Evaluation

Hays County

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the Hays County (hereinafter "GRANTEE"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB – The Texas Water Development Board, or its designated representative
2. GRANTEE – Hays County
3. EXECUTIVE ADMINISTRATOR – The Executive Administrator of TWDB or a designated representative
4. PARTICIPANT(S) – N/A
5. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
6. TWDB APPROVAL DATE – October, 1, 2026
7. PROJECT – A Flood Management Evaluation study of the PROJECT AREA identified as 40238, as more specifically described in **EXHIBIT A**, Detailed Description of the Project Service Area, and **EXHIBIT B**, Scope of Work.
8. PROJECT AREA – The project focuses on the portions of the Guadalupe River Basin that drains Hays County primarily within HUC 12100203 – San Marcos. The study area includes partial coverage of each HUC-8, limited to the sections within Hays County that contribute runoff to the Blanco River, San Marcos River, and their tributaries. The study area covers approximately 729.4 square miles and includes about 538.4 stream miles within the Guadalupe River Basin in Hays County.
9. DEADLINE FOR CONTRACT EXECUTION – January, 29, 2027
10. CONTRACT INITIATION DATE – The date CONTRACT is signed by the EXECUTIVE ADMINISTRATOR as shown on the last page of this CONTRACT document.

11. FINAL REPORT – The report including deliverables as described in **EXHIBIT B**, Scope of Work, and all maps, models, and other data gathered and developed for the PROJECT as described in TWDB guidance.

12. PROJECT COMPLETION DATE – July, 31, 2029

13. CONTRACT EXPIRATION DATE – May, 31, 2030

14. TOTAL PROJECT COST – $238,035

15. TWDB GRANT SHARE OF THE TOTAL PROJECT COST – The lesser of $178,526 or 75% percent of the total cost.

16. LOCAL SHARE OF THE TOTAL PROJECT COST – $59,509 in cash and/or in-kind contributions or percent of the total cost.

17. PAYMENT REQUEST SCHEDULE – Quarterly

18. SURPLUS FUNDS – Those funds remaining after the GRANTEE has submitted final accounting to the EXECUTIVE ADMINISTRATOR, including interest earned.

19. PROJECT ACCOUNT – An account dedicated to the payment of PROJECT costs.

20. ELIGIBLE EXPENSES – The expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Task and Expense Budget. Expenses incurred prior to DECEMBER 1, 2023 of TWDB funds are not ELIGIBLE EXPENSES.

21. ESCROW ACCOUNT – An account established and executed by the GRANTEE and provided to TWDB prior to closing that will be used to manage the grant funds in accordance with an escrow agreement acceptable to the EXECUTIVE ADMINISTRATOR [which is attached hereto as **EXHIBIT F]** until the EXECUTIVE ADMINISTRATOR authorizes the release of the grant funds to the PROJECT ACCOUNT.

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

WHEREAS, GRANTEE applied to TWDB, for financial assistance to conduct flood protection planning for the PROJECT AREA;

WHEREAS, GRANTEE will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL PROJECT COST;

WHEREAS, GRANTEE is the entity that will act as administrator of the PROJECT and will be responsible for the execution of this CONTRACT;

WHEREAS, on TWDB APPROVAL DATE, TWDB approved GRANTEE's application for financial assistance for the PROJECT, consisting of reimbursement of the TWDB SHARE OF THE TOTAL PROJECT COST;

Now, therefore, TWDB and GRANTEE agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. TWDB enters into this CONTRACT pursuant to Texas Water Code § 15.405; **EXHIBIT A**, Detailed Description of the Project Service Area; **EXHIBIT B**, Scope of Work; **EXHIBIT C**, Task and Expense Budgets; **EXHIBIT D**, Formatting Guidelines for Texas Water Development Board Reports; **EXHIBIT E**, TWDB Guidelines for a Progress Report; and **EXHIBIT F**, Escrow Agreement, which are incorporated herein and made a permanent part of this CONTRACT.

2. GRANTEE will conduct the PROJECT for the PROJECT AREA, as delineated and described in **EXHIBIT A**, and according to the Scope of Work contained in **EXHIBIT B**. GRANTEE will be solely responsible for all costs that exceed the Task and Expense Budgets for the PROJECT, **EXHIBIT C**.

3. GRANTEE must hold public meetings with the consultants, local entities, TWDB, and any other interested parties to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act (in accordance with Section II, Article X, Paragraph 2H) and held as determined by GRANTEE and TWDB as detailed below.

4. GRANTEE must hold at least two public meetings as follows:

    A. one meeting should occur toward the beginning of the project during data collection phase, to inform people of the project, how the project outcome will benefit the community, and gather any additional project related information community members share, including location of flood risk.

    B. one meeting should be held toward the end of the alternative analysis phase, but prior to draft report submission, to present the key findings of the project, how the project outcome will benefit the community, communicate any identified flood risks in the study area, and receive feedback.

    C. one meeting should occur just before the project is finalized, and the final report is submitted, to present project updates from the previous public meeting, alternative solutions identification, and receive final community feedback.

ARTICLE III CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER REQUIREMENTS

1. GRANTEE has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and evidence of GRANTEE's ability to provide the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable, and any applicable federal share. Otherwise, TWDB SHARE OF THE TOTAL PROJECT COST will be rescinded.

2. This CONTRACT begins and GRANTEE begins performing its obligations hereunder on the CONTRACT INITIATION DATE and ends on the EXPIRATION DATE. Delivery of an acceptable FINAL REPORT for the PROJECT and submission of all necessary project closeout materials no later than the EXPIRATION DATE constitutes completion of the terms of this CONTRACT.

3. A progress report, including results to date, must be provided to the EXECUTIVE ADMINISTRATOR throughout the project on the same timetable as the PAYMENT REQUEST SCHEDULE. Interim reports on special topics and/or results must be provided as requested. Instructions for the progress report are shown in **EXHIBIT E**.

4. GRANTEE must complete a Draft Report. Draft Reports must include an Executive Summary, Table of Contents, List of Figures, List of Tables, a List of References, Conclusion (including key findings and recommendations), and any other pertinent information listed in TWDB FIF FME Deliverables Checklist, such as the Scope of Work or other diagrams, graphics, or tables to explain the procedures and results of the PROJECT. The Draft Report also must include an electronic copy of all materials developed under the terms of this CONTRACT including, but not limited to, any computer programs, maps, and models along with any manuals and data set(s). GRANTEE must deliver one (1) Word Document and one (1) Portable Document Format (PDF) copy, each with searchable text, of the Draft Report to the EXECUTIVE ADMINISTRATOR no later than the PROJECT COMPLETION DATE. All Draft Reports must be prepared according to **EXHIBIT D**. After a forty-five (45) day review period, the EXECUTIVE ADMINISTRATOR will return review comments to GRANTEE.

5. GRANTEE must consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commenters on all draft deliverables into the FINAL REPORT. A report will remain in DRAFT REPORT status until the EXECUTIVE ADMINSTRATOR deems there are no major issues with the report. The EXECUTIVE ADMINISTRATOR will inform the GRANTEE that the report has no major issues remaining and is eligible to be submitted as a FINAL REPORT after comments have been addressed. The Grantee will have twenty-one (21) days to respond to the report comments and have forty-five (45) days to resubmit a revised version of the report.

6. GRANTEE must attach a copy of the EXECUTIVE ADMINISTRATOR's comments in the FINAL REPORT as an Appendix. The FINAL REPORT must be signed and sealed by a Professional Engineer licensed in the State of Texas. GRANTEE must submit one (1), if requested by the TWDB project manager, physical copy (bound) and one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF), with searchable text, to the EXECUTIVE ADMINISTRATOR no later than the 120 days prior to the CONTRACT EXPIRATION DATE. GRANTEE must submit one (1) electronic copy of all materials developed under the terms of this CONTRACT including, but not limited to, any computer programs, maps, and models along with any manuals and data set(s). In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the FINAL REPORT main body (excluding appendices) must comply with the requirements and standards specified in statute. After a forty-five (45) day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to GRANTEE will state the reasons for rejection and the steps GRANTEE needs to take to have the FINAL REPORT accepted and the retainage released.

7. The EXECUTIVE ADMINISTRATOR may extend the PROJECT COMPLETION DATE, and EXPIRATION DATE, subject to and upon written approval, a maximum of two (2) times total. GRANTEE must notify the EXECUTIVE ADMINISTRATOR in writing within thirty (30) days prior to the PROJECT COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that GRANTEE is requesting an extension to the respective dates. GRANTEE must provide a written description of project issues

and delays that necessitate the need for an extension on GRANTEE letterhead and signed by an Executive Member of the GRANTEE's staff.

8. If GRANTEE is a retail public utility as defined in Texas Water Code § 13.002 and GRANTEE provides potable water, then GRANTEE annually must perform and file a water audit computing GRANTEE's most recent annual system water loss with TWDB. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. GRANTEE agrees to comply with 31 TAC § 358.6 relating to water audits.

9. During the Term of this Agreement, GRANTEE must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to TWDB no later than 120 days after the close of GRANTEE's fiscal year.

ARTICLE IV COMPENSATION AND REIMBURSEMENT

1. TWDB agrees to compensate and reimburse GRANTEE in a total amount not to exceed TWDB SHARE OF THE TOTAL PROJECT COST for costs incurred by GRANTEE pursuant to performance of this CONTRACT. GRANTEE will contribute local funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse GRANTEE for ninety-five percent (95%) of TWDB SHARE OF THE TOTAL PROJECT COST pending GRANTEE's performance, completion of the PROJECT, and written acceptance of said PROJECT by the EXECUTIVE ADMINISTRATOR, at which time TWDB will pay the retained five percent (5%) to GRANTEE.

2. TWDB will deposit the TWDB SHARE OF THE TOTAL PROJECT COST in an approved ESCROW ACCOUNT to be released to GRANTEE's PROJECT ACCOUNT at the direction of the EXECUTIVE ADMINISTRATOR.

3. GRANTEE must submit TWDB Outlay Report forms using templates to be provided by TWDB identifying:

4. the total amount of expenses incurred by GRANTEE for the period covered by the Outlay Report; and

5. identification and description of LOCAL SHARE OF THE TOTAL PROJECT COST for the billing period, if applicable, and any applicable federal or other share for the billing period; and

6. invoices, receipts, or other documentation satisfactory in form and in substance to TWDB sufficient to establish the requested amount as an eligible expense incurred by the GRANTEE.

7. EXECUTIVE ADMINISTRATOR will authorize the release of TWDB SHARE OF THE TOTAL PROJECT COST from the ESCROW ACCOUNT when Outlay Reports have been approved by TWDB.

8. GRANTEE must use grant funds for ELIGIBLE EXPENSES. GRANTEE must return any grant funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of grant funds used for any ineligible or unverified expenses must be credited against verified

ELIGIBLE EXPENSES. If the total amount of ELIGIBLE EXPENSES is insufficient to fully offset the amount of improperly expended grant funds, the GRANTEE must use other funds to fully repay the TWDB. This Section II, Article IV, Item 5 survives the termination or expiration of this Agreement.

9. GRANTEE must submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and TWDB-provided guidelines. GRANTEE may modify individual Task and Expense Budget task or expense categories from the approved Task and Expense Budgets contained in EXHBIT C to this CONTRACT to the extent that the resulting change in the amount in any one task or expense category does not exceed 20% of the original total amount authorized by this CONTRACT for that same task or expense category. Larger deviations require approval by EXECUTIVE ADMINISTRATOR, which will be documented through an Approved Budget Memorandum to the TWDB contract file. GRANTEE must provide written explanation for all overages and reallocations of Task and Expense Budget amounts. Reallocations of amounts between task and expense categories authorized under this paragraph will not change the TWDB SHARE OF THE TOTAL PROJECT COST. GRANTEE may not add new task or expense categories or assign costs to a task or expense category that did not include a cost in the original Task and Expense Budget included in this CONTRACT.

10. GRANTEE is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.

11. All travel expenses and requests must be approved by EXECUTIVE ADMINISTRATOR prior to travel occurring. Failure to receive EXECUTIVE ADMINISTRATOR approval will result in all related reimbursement being disallowed.

12. Travel expenses are limited to travel expenses authorized for state employees by the Texas Comptroller of Public Accounts at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php, as amended or superseded. Receipts required for lodging; as well as copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals.

13. GRANTEE is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 30 days prior to the CONTRACT EXPIRATION DATE. Failure to submit a timely final payment request may result in closure of the CONTRACT. After closure of the CONTRACT, any SURPLUS FUNDS will be unavailable for reimbursement.

14. GRANTEE must provide a final accounting of funds expended on the PROJECT and return any SURPLUS FUNDS remaining after GRANTEE has submitted a final accounting to the EXECUTIVE ADMINISTRATOR.

ARTICLE V INTELLECTUAL PROPERTY

1. It is agreed that all works developed by GRANTEE and any subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of

this CONTRACT, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of TWDB and GRANTEE. GRANTEE hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, GRANTEE agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. TWDB and GRANTEE each have full and unrestricted rights to use such works with no compensation obligation.

2. GRANTEE must include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections and must require that subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors.

3. To the extent allowed by law, GRANTEE must make all reports, drafts of reports, data, drawings, studies, analyses, models, notes, plans, computer programs and codes, or other work products, whether final or intermediate, available to the regional flood planning group appliable to the PROJECT AREA within a reasonable time after a request from the regional flood planning group.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent of the GRANTEE and the EXECUTIVE ADMINISTRATOR. This CONTRACT may be terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to GRANTEE. PROJECT schedule dates and deadlines as outlined in Section I, Article I may not be revised without written approval by TWDB and amendment to this CONTRACT. Upon receipt of such termination notice, GRANTEE must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. GRANTEE must submit a statement showing in detail the work performed under this CONTRACT to the date of termination. TWDB will pay GRANTEE that proportion of the prescribed fee which applies to the work that is actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT must be delivered to TWDB.

2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to GRANTEE at any time. Upon receipt of such order, GRANTEE must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. The GRANTEE may not resume work under this CONTRACT unless the EXECUTIVE ADMINISTRATOR issues a Restart Order. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must be reviewed and approved by the EXECUTIVE ADMINISTRATOR. Reimbursements will not be processed for any invoices from unapproved Subcontracts. Each Subcontract must contain the following:

A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.

B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between (Contractor Name) and the Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract."

2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

   A. the Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K;

   B. payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C;

   C. ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or GRANTEE will become data, materials and work owned by TWDB and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;

   D. subcontractor must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;

   E. subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

   F. subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, GRANTEE will be considered an independent contractor (in accordance with Section II, Article X, Paragraph 2D) and therefore solely responsible for liability resulting from negligent acts or omissions. GRANTEE must obtain all necessary insurance that, in the judgment of GRANTEE and consistent with the standard practices of the industry or GRANTEE, is necessary to protect themselves, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT.

2. GRANTEE is solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for GRANTEE to perform the subject work.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT which will remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

   A. **Disaster Recovery Plan.** Upon request of TWDB, GRANTEE must provide descriptions or copies of its business continuity and disaster recovery plans.

   B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used to attempt to resolve any dispute arising under this CONTRACT.

   C. **Excess Obligations Prohibited/No Debt Against the State.** This CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

   D. **False Statements.** If GRANTEE signs its application with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, guarantees, warranties, certifications, or affirmations included in its application, GRANTEE will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.

   E. **Force Majeure**. Neither GRANTEE nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will 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.

   F. **Governing Law and Venue.** This CONTRACT is 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 this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

   G. **Applicable Laws**. In consideration of the performance of the mutual agreements set forth in this CONTRACT the GRANTEE, by and through its designated and authorized representatives, agrees to implement the PROJECT in compliance with all state and federal laws and regulations that may be applicable; Texas Water Code, Chapter 15, Subchapters F and I; 31 Texas Administrative Code Chapter 355; and TWDB Guidance.

H. **Remedies.** TWDB has all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

I. **Indemnification.** GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, 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 MUST 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 TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

K. **State Auditor's Right to Audit.** 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.

L. **National Flood Insurance Program.** The appropriate entities within the PROJECT AREA must currently enforce and continue to enforce floodplain management standards at least equivalent to National Flood Insurance Program minimum standards and may exceed the National Flood Insurance Program minimum standards.

M. **Investment and Collateralization of Public Funds.** Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

2. STANDARDS OF PERFORMANCE

A. **Personnel.** GRANTEE must assign only qualified personnel to perform the services required under this CONTRACT. GRANTEE is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

B. **Professional Standards.** GRANTEE must provide the services and deliverables in accordance with applicable professional standards. GRANTEE represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this CONTRACT.

C. **Procurement Laws**. GRANTEE must engage in competitive procurements for work on the Project. All purchases for goods, services, or commodities made with funds provided under this CONTRACT must comply with State and local procurement and contracting laws.

D. **Party Relationship**. Both the GRANTEE and TWDB, in the performance of this CONTRACT, 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 will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **Proprietary and Confidential Information**. GRANTEE warrants and represents that any information that is proprietary or confidential and is received by GRANTEE from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

F. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and GRANTEE. TWDB's project manager will supervise TWDB's review of GRANTEE's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

G. **Nepotism.** GRANTEE must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of GRANTEE's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

H. **Open Meetings.** GRANTEE must comply with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

ARTICLE XI CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For **TWDB**:

Contract Issues:
Texas Water Development Board
Attention: Flood Planning
P.O. Box 13231
Austin, Texas 78711-3231
Email: floodplanning@twdb.texas.gov

Payment Request Submission:
Texas Water Development Board
Attention: Outlays and Escrows
P.O. Box 13231
Austin, Texas 78711-3231
Email: outlays@twdb.texas.gov

Physical Address:
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the **GRANTEE**:

Contract Issues:
Simone Corprew
Hays County
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666
Email: Simone.corprew@co.hays.tx.us

Payment Request Submission:
Simone Corprew
Hays County
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666
Email: Simone.corprew@co.hays.tx.us

Physical Address:
Hays County Courthouse
111 E. San Antonio St.
San Marcos, Texas 78666

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

Hays County

By: _____

Name: Ruben Becerra

Title: County Judge

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Kathleen Ligon

Title: Acting Executive Administrator

Date: _____

EXHIBIT A

DETAILED DESCRIPTION OF THE PROJECT SERVICE AREA

Community Flood Mitigation Planning Project

The FIF Flood Mitigation Evaluation (FME) project will develop a community flood mitigation plan for Hays County to reduce flood risk and minimize damage to lives, buildings, and critical infrastructure. The study area will focus on the portions of the Guadalupe River Basin that drain Hays County, primarily within HUC 12100203 - San Marcos. The study area will also include portions of adjacent HUC-8 watersheds located within Hays County that contribute runoff to the Blanco River, San Marcos River, and their tributaries. As shown in Figure 1, the study area will encompass approximately 729.4 square miles and approximately 538.4 stream miles within the Guadalupe River Basin in Hays County.

The project will perform a variety of data collection activities, including leveraging terrain data, collecting available datasets, and compiling existing hydrologic and hydraulic (H&H) models and floodplain mapping information to support flood exposure identification and mitigation planning. Major project tasks will include leveraging existing flood risk information, including Base Level Engineering (BLE) data and other best available datasets, conduct flood problem area identification through hotspot analysis and stream crossing prioritization, perform H&H modeling, and evaluate mitigation alternatives. The project will perform detailed H&H modeling of existing and proposed conditions using HEC-HMS Version 4.8 (or newer) and HEC-RAS Version 6.1 (or newer) to evaluate potential FMP alternatives. The project team will implement a comprehensive QA/QC program to address technical and critical issues, verify that project objectives are achieved, and ensure the timely delivery of high-quality products.

The project will update Hays County's risk ranking for a minimum of 100 high-risk stream crossings. The risk will be calculated by multiplying the annual probability of roadway overtopping by the average daily traffic volume. The project will also identify a minimum of 27 flood hotspots based on building flood risk to support long-term mitigation planning. In addition, the project will identify at least eight (8) high-priority low-water crossings and/or flood problem areas through the hotspot and stream crossing prioritization analyses and will advance them as potential Flood Mitigation Projects (FMPs). The study will provide all documentation necessary for inclusion in regional flood planning efforts, including analyses demonstrating no adverse impacts, cost estimates, TWDB benefit-cost analyses, and identification of project benefits.

Finally, the project will produce a flood mitigation planning report that documents all methodologies, assumptions, special considerations, analyses, comparisons, review checkpoints, independent QA/QC, and planning results. The project will also conduct at least two (2) public outreach meetings to gather stakeholder input and incorporate community feedback into the planning process.

Although the level of modeling detail will vary throughout the study area, with new modeling focused on identified flood problem areas, the project's average hydrologic and hydraulic modeling costs will be approximately $27 per square mile and $46 per stream mile, respectively.

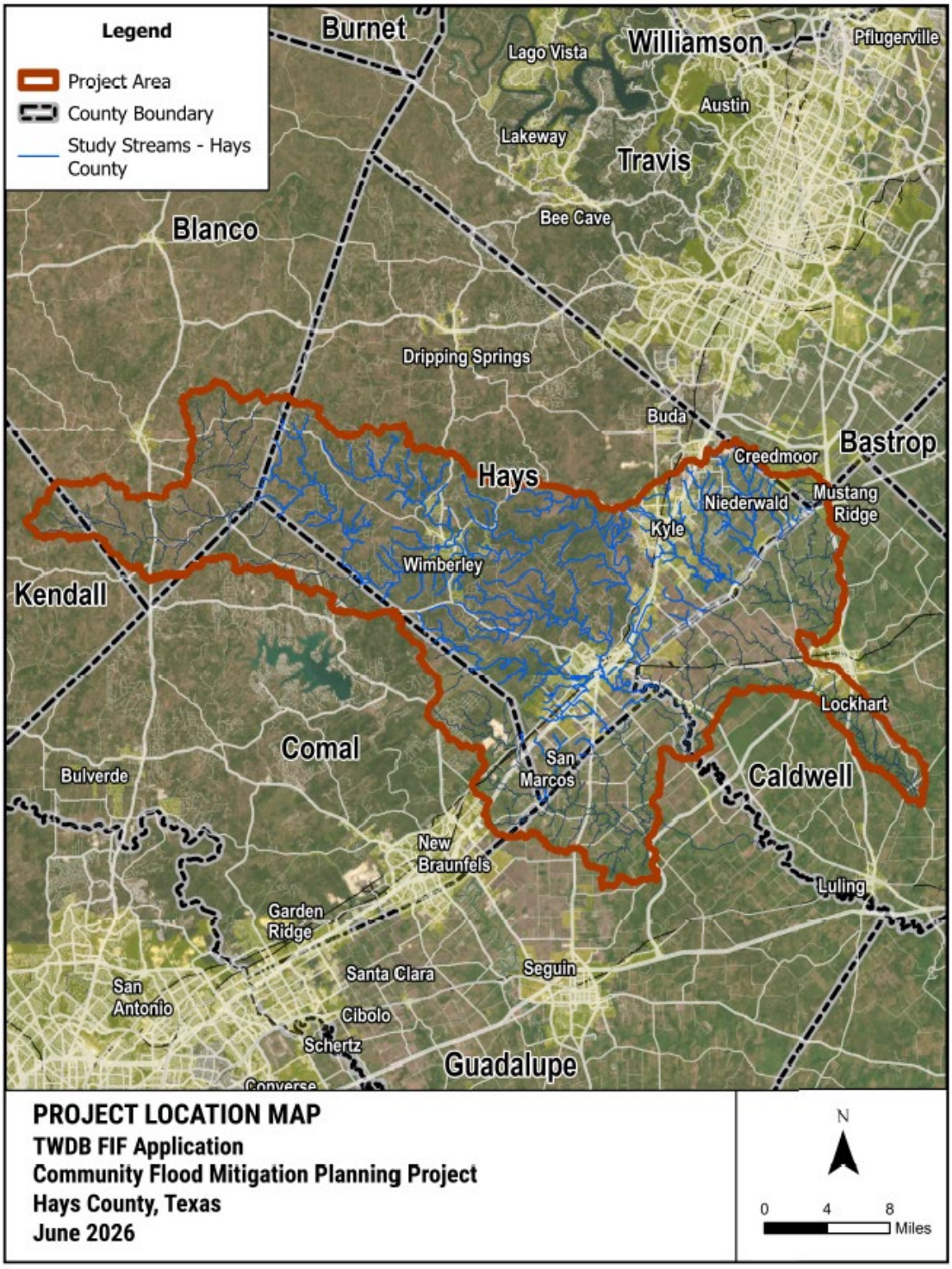


Figure 1 – Project Location Map

EXHIBIT B

SCOPE OF WORK

Community Flood Mitigation Planning Project

Task 1 – Project Management

The task shall implement engineering project controls, coordinate with TWDB, maintain technical logs, conduct kickoff and monthly technical meetings, and ensure QA/QC processes are followed.

Task 1.1 – TWDB Project Management

1) Must submit Outlay Requests for reimbursements per TWDB requirements.
2) Must submit Monthly Detailed Progress Reports following TWDB requirements as posted on the TWDB website:
   a) Include high level schedule and budget tracking
   b) Provide meeting minutes
   c) Must be submitted within two weeks of month's end

Task 1.2 – Project Meetings

1) Must conduct Monthly Progress Meetings, including a Kick-off and Closeout Meeting.
   a) Participation and attendance in the monthly meetings is required by a member of the Grantee's staff.
   b) An agenda must be provided with a minimum of one day before the meeting.

Task 1.3 – Milestone Reporting

1) Deliverable submissions to the Community and TWDB will be required at the following progress milestones:
   a. 50% Milestone Report (Draft Alternative FMPs identified)
   b. 90% Milestone Report (Draft Report with BCR and Cost Opinion information)
   c. 100% Milestone Report (Final Report)

Task 1 Deliverables:

1. Monthly meeting notes
2. Monthly progress reports
3. Milestone reports
4. Outlays

Task 2 – Data Collection and Review

The task shall compile best available data gathering information relevant to flood exposure identification and planning process including previous flood studies, hydrologic and hydraulic models, floodplain mapping, GIS datasets, LiDAR topographic data, as-built survey data, construction plans, field reconnaissance data, channel condition assessments, hydraulic structure inventories, and other flood risk data.

Task 2.1 - Previous Studies

Efforts to collect previous studies performed within the study area must be documented.

a. Including, but not limited to, collection of best available data such as existing studies, hydrologic and hydraulic models, GIS data, Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and maps, FEMA Letter of Map Revisions (LOMRs), TWDB Base Level Engineering (BLE) models, master plans, drainage studies and reports, citizen drainage complaint reports, storm damage reports, field survey data, as-built information, other relevant data within the study area, etc.
b. When referencing within the report/progress reports, the task will cite specific figures/data to ensure that these past reports are being properly incorporated and can be verified by TWDB.

Task 2.2 - Best Available Data

Efforts to collect best available data within the study area must be documented.

a. Best available GIS data provided by the Community or readily available sources: topographic maps, LiDAR, zoning maps, storm drain system mapping, roadways, property lines, buildings, future land use maps, aerial imagery.
b. System inventory of streams, roadways and other drainage infrastructure to be provided by the County or Communities within the study area.
c. When referencing within the report/progress reports, The task will cite specific figures/data to ensure that these past reports are being properly incorporated and can be verified by TWDB.

Task 2 Deliverables:

1. Data Collection correspondence, reports and studies, memo summarizing data collected.
2. Collect LiDAR, BLE, NHD, FEMA FIS/FIRM/LOMRs and local drainage data.

Task 3 – Survey/Field Work

The task shall obtain field measurement or survey data to fill data gaps at critical hydraulic structures.

The task will conduct a half-day field visit with Community staff to identify and confirm four (4) to eight (8) flood problem areas or low water crossings and obtain field measurements necessary to fill data gaps.

Task 3 Deliverables:

1. Field visit reports and files

Task 4 – Coordination with applicable Regional Flood Planning Groups and overlapping projects

The task will provide ongoing coordination with, but not limited to other TWDB project sponsors, General Land Office (GLO), Regional Flood Planning Groups (RFPGs), FEMA, etc. to support data sharing and avoid duplication of efforts.

Task 4.1 - Project Coordination

1) Coordinate with groups such as General Land Office (GLO), RFPGs, FEMA, and other organizations who may be conducting similar studies within the study area.
   a. Efforts to seek out overlapping projects and coordination must be documented.
   b. Duplicate efforts will not be allowed. Any work of this nature will not be compensated as part of this study. Should there be any duplicate study efforts identified, The task will immediately contact TWDB to resolve the issue.
   c. Communication with applicable RFPGs is required.

Task 4.2 - Data Collaboration

1) Data must be shared with any surrounding and/or related FIF projects. Data requests from organizations outside of TWDB must be coordinated with TWDB staff and properly documented.

Task 4 Deliverables:

1. Outreach effort documentation

Task 5 – Hydrologic Analysis

The task shall leverage/develop/refine HEC-HMS models to simulate watershed hydrology under Atlas 14 rainfall for multiple recurrence intervals, validating against USGS gage records where feasible.

The task will leverage best available data or develop detailed models to evaluate a minimum of eight (8) low water crossing or flood problem areas identified in Task 7.

a. Area of analysis is 729.4 total square miles including areas upgradient and downgradient of Hays County. The task will leverage best available data and previous modeling to the greatest extent possible to establish hydrologic conditions within the study area and make any necessary modeling refinements at a minimum of eight (8) potential FMP locations.
b. For detailed modeling in the vicinity of a minimum of eight (8) potential FMPs (newly developed or leveraged/refined), HEC-HMS v4.8 or newer is to be used. Where rain-on-mesh modeling is appropriate, HEC-RAS v6.1 or newer may also be used.
c. National Oceanic and Atmospheric Administration (NOAA) Atlas 14 or newer rainfall data is to be used.
d. A minimum of 10%, 2%, 1%, and 0.2% annual chance flood event must be studied at each project location.
e. Limited calibration may be performed to refine modeling where UGSG gage data is available.

Task 5 Deliverables:

1. HEC-HMS models, Calibration data, detailed section describing hydrologic analysis results in Report deliverable

Task 6 – Hydraulic Analysis

The task shall leverage/develop/refine HEC-RAS 1D & 2D and hybrid 1D/2D models to evaluate existing flood conditions (baseline). These models will be used for flood problem area identification and alternatives development.

The task will leverage best available data or develop detailed models to evaluate a minimum of eight (8) low water crossing or flood problem areas identified in Task 7.

a. Area of analysis includes 538.4 total stream miles within Hays County. The task will leverage best available data and previous modeling to the greatest extent possible to establish hydraulic conditions within the study area and make any necessary modeling refinements at a minimum of eight (8) potential FMP locations.
b. For detailed modeling in the vicinity of a minimum of eight (8) potential FMPs (newly developed or leveraged/refined), HEC-RAS v6.1 or newer is to be used.
c. A minimum of 10%, 2%, 1%, and 0.2% annual chance flood event must be studied at each project location.
d. Limited calibration may be performed to refine modeling where UGSG gage data is available.

Task 6 Deliverables:

1. HEC-RAS models, Calibration data, detailed section describing hydrologic analysis results in Report deliverable

Task 7 – Identification of Flood Problem Areas

The task shall identify flood problem areas (i.e., building hot spots, high-risk stream crossings, low water crossings) using best available data, hydraulic thresholds, critical facility exposure, transportation impacts, and develop a quantitative risk scoring matrix.

1) Conduct hot spot analysis to identify areas of high flood risk to life and property based on best available data.
    a. Identify parameters and weighted criteria to determine and prioritize areas of flood concern. Flood problem area identification and prioritization will include:
        i. A minimum of twenty-seven (27) building hot spots based on existing building flood risk for long-term mitigation planning.
        ii. A minimum of one hundred (100) high-risk stream crossings. Risk will be based on the annual probability of roadway overtopping multiplied by the average daily traffic.
    b. A minimum of eight (8) low water crossings or flood problem areas will be identified as potential flood mitigation projects (FMPs) for H&H and alternatives analysis.
        i. Obtain community approval on areas to study in further detail (H&H analysis and Alternative Analysis)

Task 7 Deliverables:

1. GIS files and PDF map of the 1% and 0.2% annual chance flood events.
2. Flood Problem Areas description memo identifying problem, location and why or why not additional analysis implemented.
3. Develop watershed-wide risk matrix.

Task 8 – Alternatives Analysis

The task shall develop conceptual mitigation alternatives for each of the eight (8) potential FMP locations. Assessments will include an evaluation of structural and nature-based solutions, modeling of alternatives, feasibility assessment, opinions of probable construction cost, and no adverse impact analysis. Alternatives shall be evaluated using quantitative criteria including depth reduction, population benefit, low-water crossing improvements, mobility enhancement, and cost-effectiveness.

Task 8.1 - Alternative Solution Identification

1) Provide a list/table of alternative solutions with a brief description of each proposed alternative.
    a. Identify at least one (1) feasible alternative to be analyzed per location (eight (8) total potential FMP locations)
    b. Identify all alternatives analyzed per location, even the ones that did not work, so that future studies will not have to duplicate work.

Task 8.2 - Alternative Solution Details

1) Report results to describe the results of implementing each alternative solution. Below are maps or tabular data to be included:
    a. Structures affected by alternative solutions.
    b. Roadway miles inundated.
    c. Existing and proposed inundation extents.
    d. Depth difference grid for the analyzed event.

e. Highlighted local and watershed wide impacts on a GIS map.

2) Produce a one-page fact sheet for solution alternatives:
   a. Include a GIS map of alternative(s) – ensure each alternative is clearly displayed (pipe sizes, detention basin extents/contours, channel improvement extents/contours, etc.)
   b. Include benefits, costs, assumptions, and constraints (Permitting, ROW, Property that needs to be required, utility conflicts)
3) Identify water supply benefit, if any, or each alternative recommended.

Task 8.3 - Regional Flood Planning Data Evaluation

1) Evaluations of flood mitigation projects should be consistent with the latest "Technical Guidelines for Regional Flood Planning," Exhibit C to Regional Flood Planning Grant Contracts.
2) The recommended flood risk reduction solutions must have no negative effect on neighboring areas in accordance with statutory requirements for regional flood plans (Texas Water Code § 16.062(i) and (j)(2)). Recommended flood risk reduction solutions, including flood mitigation projects, must meet the definition and requirements regarding no negative effect identified in Exhibit C to the Regional Flood Planning Contracts, Technical Guidelines for Regional Flood Planning, which can be found at: https://www.twdb.texas.gov/flood/planning/planningdocu/2028/index.asp. The flood mitigation projects identified from this FIF FME study must comply with 'no negative effect' in order to be included in the regional flood plans.
3) Each feasible flood mitigation alternative evaluated must identify and compare cost and benefits the project. Quantification of cost will include engineering, permitting, easement and/or property acquisition, capital cost, operation and maintenance, and other costs as applicable. Quantification of benefits of the project will include the following items, as applicable:
   a. Number of structures with reduced 100-year (1% annual chance) flood risk.
   b. Number of structures removed from 100-year (1% annual chance) flood risk.
   c. Number of structures removed from 500-year (0.2% annual chance) flood risk.
   d. Residential structures removed from 100-year (1% annual chance) flood risk.
   e. Estimated Population removed from 100-year (1% annual chance) flood risk.
   f. Critical facilities removed from 100-year (1% annual chance) flood risk (#).
   g. Emergency facilities (Medical, EMS, Police, Fire, and Schools) removed from 100-year (1% annual chance) flood risk (#).
   h. Number of low water crossings removed from 100-year (1% annual chance) flood risk (#).
   i. Estimated reduction in road closure occurrences.
   j. Estimated length of roads removed from 100-year (1% annual chance) flood risk (miles)
   k. Estimated farm & ranch land removed from 100-year flood risk (acres). Estimated farm & ranch land at 100-year flood risk (acres) should only include farm and ranch land that are negatively impacted by flooding events and should not include land that benefits from floodplains for example rice fields.
   l. Estimated reduction in fatalities (if available).
   m. Estimated reduction in injuries (if available).
   n. Pre-Project Level-of-Service
   o. Post-Project Level-of-Service
   p. Cost/ Structure removed
   q. Percent Nature-based Solution (by cost)
   r. Negative Impact (Y/N)

s. Negative Impact Mitigation (Y/N)
t. Texas F-SVI
u. Water Supply Benefit (Y/N)
v. Water supply benefit amount (ac-ft/tyr)
w. Benefit-cost ratio
x. Traffic Count for Low Water Crossings

4) Must perform a Benefit-Cost Analysis for all feasible FMP alternatives.
    a. Existing- and proposed-conditioned hydraulic models must be provided

Task 8 Deliverables:

1. List/Table of Alternative Solutions (minimum of 8 alternatives)
2. Maps of Alternatives Solutions Results
3. One-page Fact Sheet for each alternative analyzed
4. Exhibit C Spreadsheet for each RFPG within the study area
5. Exhibit D Geodatabase for each RFPG within the study area
6. No Negative Impact Table for each RFPG within the study area
7. Benefit-Cost Analysis Calculations

Task 9 – Community Outreach

The task shall support public meetings with engineering visualizations, maps, animations, and technical summaries.

1) At least two (2) in-person public meetings will be held to engage the Community during the study. These may be held as part of regularly schedule City Council meetings with the opportunity for public input.
    a. Public Meeting 1: Must occur toward the beginning of the project during data collection phase, to inform people of the project, how the study outcome will benefit the community, and gather any additional project related information that people have to share including location of flood risk.
        i. Provide maps for communities to engage and comment on. Consider using software similar to Survey123 for GIS online comment submission.
    b. Public Meeting 2: Must occur toward the end of the project to present the key findings of the study, how the study outcome will benefit the community, communicate any identified flood risks in the study area, and receive feedback.
        i. Provide ability for attendees to review Draft Report

Task 9 Deliverables:

1. Public Meeting Notices
2. Public Meeting Sign-In Sheets
3. Presentation Materials
4. Community Feedback Report

Task 10 – QC/Model Validation

The task will perform QA/QC processes to ensure all project goals are met, critical/technical issues are addressed, and high-quality products are delivered in a timely fashion. Reports must be submitted demonstrating QA/QC/model validation efforts including calibration data used.

Task 10 Deliverables:

1. Hydrologic QA/QC Reports
2. Hydraulic QA/QC Reports

Task 11 – Reporting

The task shall prepare Draft and Final Reports, TWDB compliance checklists, Section 508–compliant documents, GIS datasets, and RFPG-ready materials.

Task 11.1 - Draft Report

1) Submit Draft Report to TWDB and Community for review
    a. Submit the Draft Report to TWDB on a physical hard drive.
    b. Allow TWDB up to 45 business days to complete the review of draft submittal.
    c. Address and incorporate all comments received from TWDB and the community during the review process and revise deliverables as necessary until all comments have been satisfactorily resolved.
2) All report submittals must include a succinct executive summary.
3) Must follow TWDB report template as posted on agency website.
4) Must meet accessibility requirements per TWDB guidelines.
5) Report must meet all review checklist requirements as posted on TWDB agency website.

Task 11.2 - Final Report

1) Submit Final Report to TWDB and Community for review
    a. Submit the Final Report to TWDB on a physical hard drive.
    b. Allow TWDB up to 30 business days to complete the review of each final submittal. The review period applies separately to each final submittal.
    c. Address and incorporate all comments received from TWDB and the community during the review process and revise deliverables as necessary until all comments have been satisfactorily resolved.
2) All report submittals must include a succinct executive summary.
3) Must follow TWDB report template as posted on agency website.
4) Must meet accessibility requirements per TWDB guidelines.
5) Report must meet all review checklist requirements as posted on TWDB agency website.

Task 11 Deliverables:

1. Draft Report
2. Final Report

EXHIBIT C

TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Project Management and Meetings	$30,000
2	Data Collection and Review	$20,000
3	Survey/Field Work	$5,000
4	Coordination with applicable Regional Flood Planning Groups and overlapping projects	$10,000
5	Hydrologic Analysis	$20,000
6	Hydraulic Analysis	$25,000
7	Identification of Flood Problem Areas	$20,000
8	Alternatives Analysis	$60,000
9	Community Engagement	$15,000
10	QC/Model Validation	$13,000
11	Reporting	$20,035
TOTAL		**$238,035**

EXPENSE BUDGET

CATEGORY	AMOUNT
Salaries & Wages[1]	$0
Fringe[2]	$0
Travel[3]	$0
Subcontract Services	$238,035
Equipment	$0
Other Expenses[4]	$0
Overhead[5]	$0
Profit	$0
TOTAL	**$238,035**

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

[2] Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

[3] Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded

[4] Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

[5] Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

EXHIBIT D

GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS
TO THE TEXAS WATER DEVELOPMENT BOARD

1.0 Introduction

The purpose of this document is to describe the required format of contract reports submitted to the Texas Water Development Board (TWDB). Our reason for standardizing the format of contract reports is to provide our customers a consistent, and therefore familiar, format for contract reports (which we post online for public access). Another reason for standardizing the format is so that we can more easily turn a contract report into a TWDB numbered report if we so choose. Remember that your report will not only be seen by TWDB staff, but also by any person interested in the results of your study. A professional and high-quality report will reflect well on you, your employer, and the TWDB.

Available upon request, we will provide a Microsoft Word template (used to write these instructions) that gives the fonts, spacing, and other specifications for the headings and text of the report. Please follow this template as closely as possible.

2.0 Formatting your report

The TWDB format is designed for simplicity. For example, we use Times New Roman for all text. We use 12 point, single-spaced text, left justification for paragraph text, 18 point bold for first-level headings, and 14 point bold for second-level headings. Page numbers are centered at the bottom of the page. Other than page numbers, please refrain from adding content to the document header or footer. Page setup should use one-inch margins on all four sides.

2.1 Text

The best way to format your document is to use the styles described and embedded in the template document (Authors_Template.dot) that is available on request from the TWDB. To use the Authors_Template.dot file, open it in Word (make sure *.dot is listed under Files of type) and save it as a .doc file. Advanced users can add the .dot file to their computers as a template.

Make sure the formatting bar is on the desktop (to open, go to View→Toolbars→Formatting) or, to view all of the formatting at once, go to Format→Styles and Formatting and select Available Styles from the dropdown box at the bottom of the window. The formatting in the template document provides styles (such as font type, spacing, and indents) for each piece of your report. Each style is named to describe what it should be used for (for example, style names include Chapter Title, Body Text, Heading 1, References, and Figure or Table Caption). As you add to your report, use the dropdown list on the Formatting Toolbar or the list in the Styles and Formatting window to adjust the text to the correct style. The Authors_Template.dot file shows and lists the specifications for each style.

2.1.1 Title

Give your report a title that gives the reader an idea of the topic of your report but is not terribly long. In addition to the general subject (for example, “Droughts”), you may include a few additional words to describe a place, methodology, or other detail focused on throughout the paper (for example, “Droughts in the High Plains of Texas” or “Evaluating the effects of drought using groundwater flow modeling”). Please capitalize only the first letter of each word except ‘minor’ words such as ‘and’ and ‘of’. Never use all caps. Use headings to help the reader follow you through the main sections of your report and to make it easier for readers to skim through your report to find sections that might be the most interesting or useful to them. The text of the report should include an executive summary and sections outlined in 4.4 of Attachment 1. Headings for up to five levels of subdivision are provided in the template; however, we

suggest not using more than three or four levels of subdivision except where absolutely necessary. Please avoid stacked headings (for example, a Heading 1 followed immediately by a Heading 2) and capitalize only the first letter of headings or words where appropriate—never use all caps.

2.2 Figures and photographs

To publish professional-looking graphics, **we need all originals to be saved at 300 dots-per-inch** (dpi) and in grayscale, if possible, or in the CMYK color format if color is necessary. Excessive use of color, especially color graphics that do not also work in grayscale, will prevent us from publishing your report as a TWDB numbered report (color reproduction costs can be prohibitive). Preferred file formats for your original graphics are Adobe Illustrator (.ai), Photoshop (.psd), EPS with .tiff preview, .jpg, .png, or .tiff files. Refrain from using low resolution .jpg or .gif files. Internet images at 72 dpi are unacceptable for use in reports. All graphics shall be submitted in two forms:

1. Inserted into the Microsoft Word document before you submit your report. Ideally, inserted graphics should be centered on the page. Format the picture to downsize to 6 inches wide if necessary. Please do not upsize a graphic in Word.

2. Saved in one of the formats listed above.

2.2.1 Other graphics specifications

It is easiest to design your figures separately and add them in after the text of your report is complete. Graphics should remain within the 1-inch page margins of the template (6 inches maximum graphic width). Be sure that the graphics (as well as tables) are numbered in the same order that they are mentioned in the text. Figures should appear embedded in the report after being called out in the text. Also, remember to include a caption for each graphic in Word, not as part of the graphic. We are not able to edit or format figure captions that are part of the figure. For figures and photographs, the caption should appear below the graphic. For tables, the caption should appear above.

2.2.2 Creating publication-quality graphics

When designing a graphic, make sure that the graphic (1) emphasizes the important information and does not show unnecessary data, lines, or labels; (2) includes the needed support material for the reader to understand what you are showing; and (3) is readable (see Figures 1 and 2 for examples). Edward R. Tufte's books on presenting information (Tufte, 1983; 1990; 1997) are great references on good graphic design. Cole Nussbaumer Knaflic's website *Storytelling With Data* also provides freely accessible resources for designing infographics and data visualizations (https://www.storytellingwithdata.com/blog). Figures 1 through 3 are examples of properly formatted, easy to understand graphics. Do not include fonts that are less than 6 points.

For good-looking graphics, the resolution needs to be high enough to provide a clear image at the size you make them within the report. In general, 300 dpi will make a clear image and is the minimum resolution for all situations. Try to create your figures at the same size they will be in the report, as resizing them in Word greatly reduces image quality. Photographs taken with at least a two-megapixel camera (if using digital) and with good contrast will make the best images. Save the original, and then adjust color levels and size in a renamed image copy. Print a draft copy of your report to double-check that your figures and photographs have clear lines and show all the features that you want them to have.

Figures and photographs should be in grayscale. Color greatly adds to the cost of printing, so we are trying to keep it to a minimum. Also remember that your report may be photocopied, scanned, or downloaded and printed in black and white. For this reason, you should use symbols or patterns, or make sure that colors print as different shades in black and white. All interval or ratio data (data measuring continuous

phenomena, with each color representing an equal interval) need to be displayed in a graded scale of a single color (Figure 3). This way your figures will be useful even as a photocopy.

If you need help with your graphics or have questions, please contact the TWDB graphics department at (512)936-0129.

2.2.3 Use of figures, graphics, and photographs

Figures, photographs, and tables need to be your own unless you have written permission from the creator, publisher, or copyright holder that allows us to reprint them (we will need a copy of this permission for copyrighted material in our records). All figures and photographs must cite the source in the legend, and include whether the material is in the public domain, used under a Creative Commons License (https://creativecommons.org/licenses/), or used with permission of the copyright holder. Use caution when using any figures or photographs taken off the Internet or from newspapers or magazines—these sources may be subject to copyright and must be cited properly and/or used by permission.

2.3 Tables

Tables should be created in Microsoft Word (see Table 1). Tables should include a minimal amount of outlining or bold font to emphasize headings, totals, or other important points. Tables should be numbered separately from figures, and captions should appear above the text of the table.

Table 1: A sample table. Note caption above table.

Table text heading*

Table text	1940	1950	1960	1970	1980	1990	2000	%GW
Table text	15	441	340	926	196	522	83	97.4
Table text	64	944	626	173	356	171	516	99.9
Total	79	1385	966	1099	552	693	599	

* A footnote should look like this using 10-point Times New Roman.
%GW = percent groundwater
Be sure to describe any abbreviations or symbols, and, unlike in this table, be sure to note the units!

3.0 Units

Measurements should be in English units. Metric units may be included in parentheses after the English units.

4.0 Citations and references

It is important to give credit for all external sources referenced in your report. Therefore, be sure to use the appropriate citations and include references in your paper.

4.1 In-text citations

Each piece of information you use in your report that comes from an outside source must be cited within the text using the author's last name and the year of publication. If there are two authors, list the last name of each followed by the year, and if there are more than two authors, list the last name of the first author followed by "and others" and the year. For example: "the end of the Jurassic Period occurred approximately

145.5 million years ago (Gradstein and others, 2004)."

4.2 References

All sources that are cited within the report should be listed at the end of the paper under the heading References. The references should follow the guidelines in "Suggestions to Authors of the Reports of the United States Geological Survey" (Hansen, 1991). These are available online at https://pubs.usgs.gov/unnumbered/7000088 (a link to the chapter "Preparing references for Survey reports," p. 234-241, is found at https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf). Several examples of complete reference citations are listed at the end of these guidelines. Be sure that any citations that appear in tables or figures are included in the reference list. Also, before submitting the report, please check that all the citations in the report are included in the reference list and all references in the reference list are cited in the report.

5.0 Submitting your report

Before you submit your report, proofread it. Look for spelling and grammatical errors. Also, check to see that you have structured the headings, paragraphs, and sentences in your paper so that it is easy to follow and understand (imagine you are a reader who does not already know the information you are presenting).

6.0 Conclusions

Following the instructions above and providing accurate and readable text, tables, figures, and citations will help to make your report useful to readers. Scientists may read your report, as well as water planners, utility providers, and interested citizens. If your report successfully conveys accurate scientific information and explanations to these readers, we can help to create more informed decisions about the use, development, and management of water in the state.

7.0 Acknowledgments

Be sure to acknowledge the people and entities that assisted you in your study and report. For example:

We would like to thank the Keck Geology Consortium, the American Society of Civil Engineers, and the Texas Bar CLE for providing examples to use in developing these guidelines. In addition, we appreciate Mike Parcher for providing information on how to create publication-quality graphics, Shirley Wade for creating the data used in sample Figure 1, and Ian Jones for providing sample Figure 3.

8.0 References

Gradstein, F.M., J.G. Ogg, and A.G. Smith, eds., 2005, A geologic time scale 2004: Cambridge, Cambridge University Press, 610 p.

Hansen, W.R., ed., 1991, Suggestions to authors of the reports of the United States Geological Survey (7th ed.): Washington, D.C., U.S. Government Printing Office, 289 p.

Tufte, E. R., 1983, The visual display of quantitative information: Cheshire, C.T., Graphics Press, 197 p.

Tufte, E. R., 1990, Envisioning information: Cheshire, C.T., Graphics Press, 126 p.

Tufte, E. R., 1997, Visual explanations: Cheshire, C.T., Graphics Press, 156 p.

9.0 Examples of references

Arroyo, J. A., and Mullican, III, W. F., 2004, Desalination: in Mace, R. E., Angle, E. S., and Mullican, W. F., III, editors, Aquifers of the Edwards Plateau: Texas Water Development Board Report 360, p. 293-302.

Bates, R. L., and Jackson, J. A., 1984, Dictionary of geological terms: Anchor Press/Doubleday, Garden City, New York, 571 p.

Blandford, T. N., Blazer, D. J., Calhoun, K. C., Dutton, A. R., Naing, T., Reedy, R. C., and Scanlon, B. R., 2003, Groundwater availability of the southern Ogallala aquifer in Texas and New Mexico–Numerical simulations through 2050: contract report by Daniel B. Stephens and Associates, Inc., and the Bureau of Economic Geology, The University of Texas at Austin to the Texas Water Development Board, variably paginated.

Fenneman, N. M., 1931, Physiography of Western United States (1st edition): New York, McGraw-Hill, 534 p.

Hubert, M., 1999, Senate Bill 1–The first big bold step toward meeting Texas's future water needs: Texas Tech Law Review, v. 30, no. 1, p. 53-70.

Kunianski, E. L., 1989, Precipitation, streamflow, and baseflow in West-Central Texas, December 1974 through March 1977: U. S. Geological Survey Water-Resources Investigations Report 89-4208, 2 sheets.

Mace, R. E., Chowdhury, A. H., Anaya, R., and Way, S.-C., 2000, A numerical groundwater flow model of the Upper and Middle Trinity aquifer, Hill Country area: Texas Water Development Board Open File Report 00-02, 62 p.

Maclay, R. W., and Land, L. F., 1988, Simulation of flow in the Edwards aquifer, San Antonio Region, Texas, and refinements of storage and flow concepts: U. S. Geological Survey Water-Supply Paper 2336, 48 p.

For more examples of references, see p. 239-241 of "Suggestions to Authors of the Reports of the United States Geological Survey" at https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf.

10.0 Examples of figures

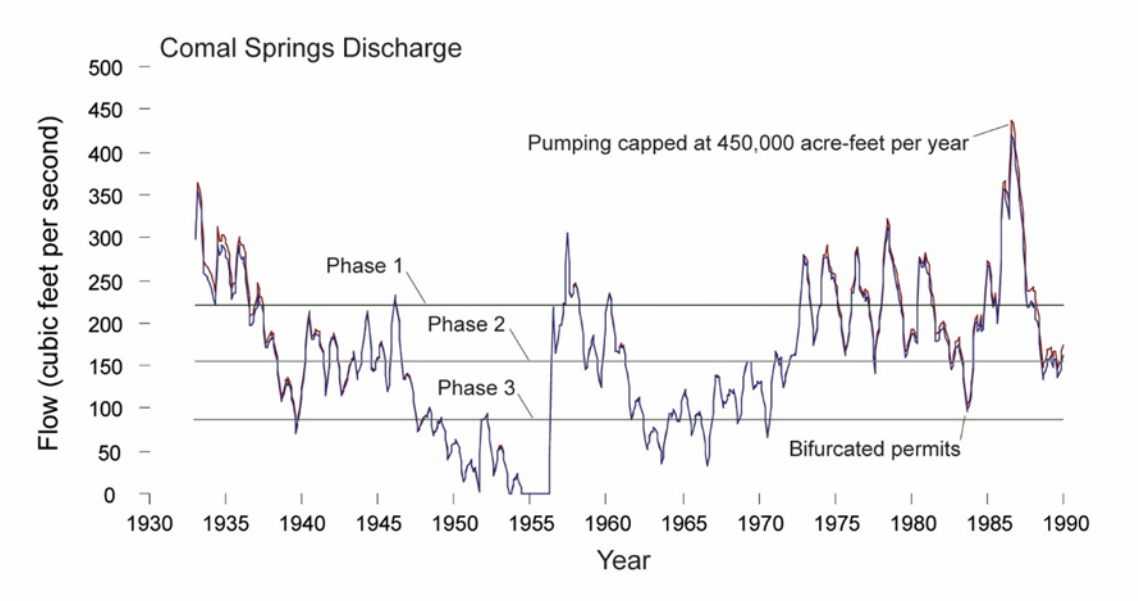


Figure 1. A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.

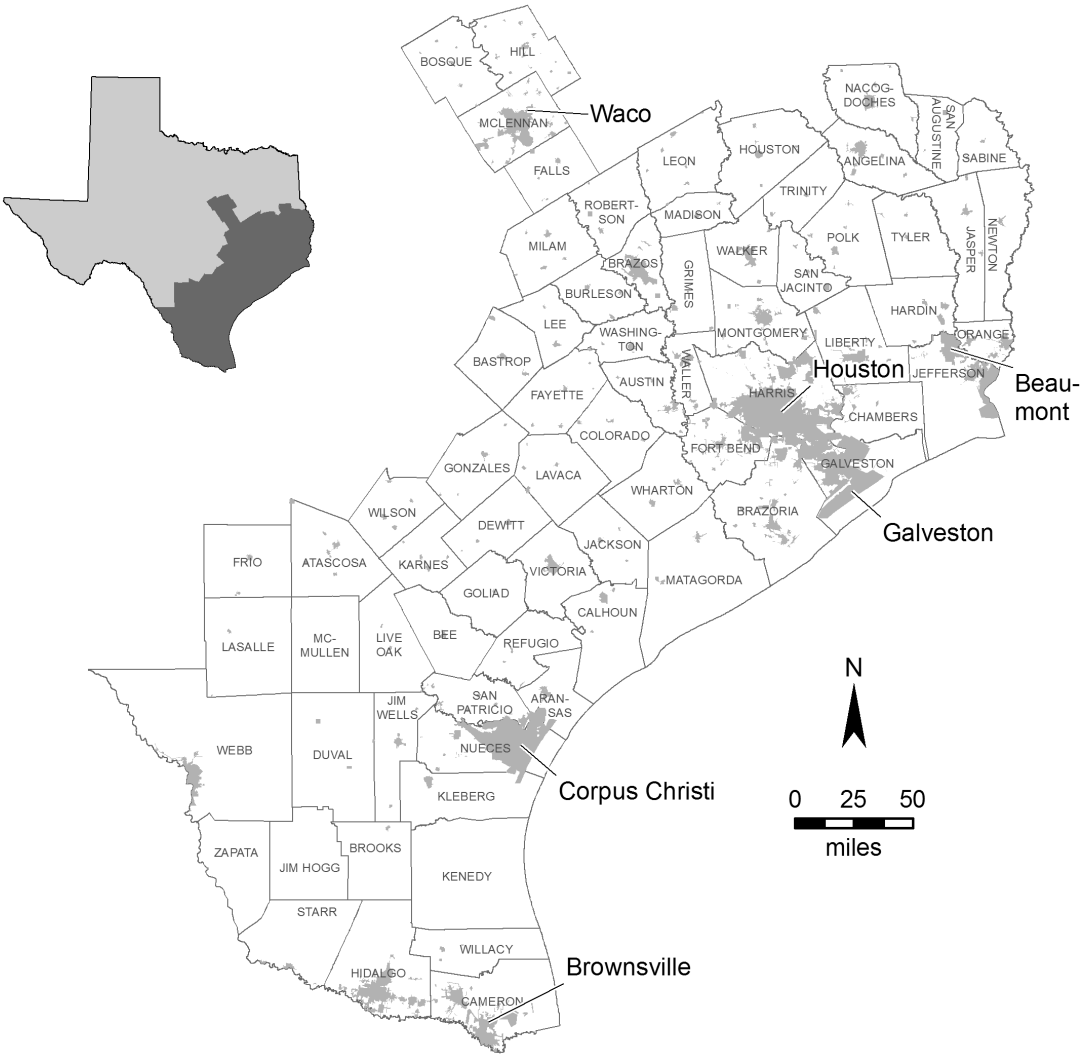


Figure 2. A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure that text is readable and that any citations listed on the figure or in the figure caption are included in the reference list. Font size should never be less than 6 point.

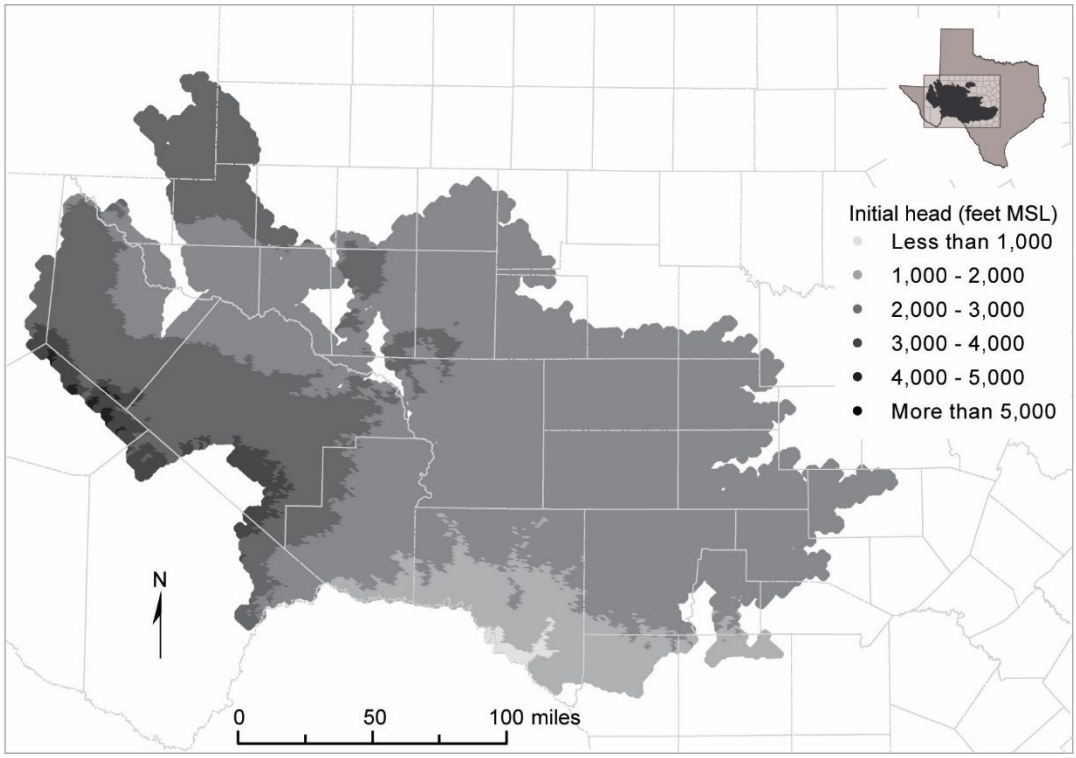


Figure 3. Initial hydraulic heads used in model simulations for layer 1. Note the use of grayscale shading to show differences.

EXHIBIT E

TWDB GUIDELINES FOR PROGRESS REPORTS AND OUTLAY SUBMITTALS

PROGRESS REPORTS

Texas Water Development Board Borrowers/Grantees are required by their contracts to provide Progress Reports according to the *"Payment Request Schedule".*

The progress report should contain the following standard elements:

- Date: Date the memo is sent
- To: Name and position of the reader
- From: Name and position of the writer
- Subject: TWDB Contract Number and the period that this report covers (i.e. Progress Report 09/01/18 – 11/30/18)

In-Kind Services: (Please include a value and description of any in-kind services provided during the reporting period.)

Work Completed: (Explain what work has been done during the reporting period by Scope of Work task. Specify the dates of the reporting period and use active voice verbs to report progress made. Please include any updates on special conditions.)

For Example:

Task 1: Completed 3 draft chapters and all appendices. Met with sub consultants on their chapters.

Task 2: Completed sample collection throughout river reach.

Task 3: No work completed in reporting period.

Problems: (If the reader is likely to be interested in the glitches you have encountered along the way, mention the problems you have encountered and explain how you have solved them. If there are problems you have not yet been able to solve, explain your strategy for solving them and tell the reader when you think you will have them solved.)

OUTLAY SUBMITTALS

Texas Water Development Board Borrowers/Grantees are required by their contracts to provide Outlay Package Submittals according to the *"Payment Request Schedule".*

Outlay Request Packages will include:

1. Outlay Workbook (provided by TWDB)
2. Progress Reports
3. Invoices with supporting documentation

The reporting period must follow the *"Payment Request Schedule"*. The Outlay request must be submitted by the Grantee – the subcontractor cannot submit the request on the Grantee's behalf unless approved by TWDB. All invoice submissions should be in time and materials format, unless otherwise approved by TWDB prior to submission.

The Outlay Request Package should contain the following standard elements:

1. (If multiple invoices are included) Create an Outlay Request Summary identifying invoice amounts for each reporting period and the Outlay Request Package total.
2. Progress Report for each invoice period (dates need to match the progress reporting period).
3. Invoice Summary page for each reporting period, with invoice total amount and totals for each task and subtask. Each project task name must match Grant Agreement Task Budget and Outlay Workbook.
4. Invoice Cover Sheet, with the summary of charges for each task, subtask, and expense. If In-Kind charges are included, create a separate line item per task.
5. Invoice supporting documentation, including receipts and documentation for any expenses.
6. When submitting, Grantee must make sure invoices have their cost totals broken down. This can be done by attaching receipts and timesheets showing individual pay rate and time charged to each task and subtask as applicable.
7. Documentation for each progress report/invoice should be provided sequentially by reporting period.
8. Provided subcontract invoices should include itemized charges and receipts.
9. Mileage reimbursement charges should include google map screenshots showing travel distance and GSA Rate calculations.

EXHIBIT F

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between Hays County, a political subdivision of the State of Texas, (County), acting by and through _____ and _____, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Grant Agreement, pursuant to which the County will accept certain contractual obligations (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding a project identified as Project No. 40238 (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the County to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number G1002463 shall be, released to pay closing costs or deposited to the credit of a special escrow account or escrow subaccount (Escrow Account) by the Escrow Agent. The Escrow Account shall be maintained at the Escrow Agent on behalf of the County and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "Hays County TWDB G1002463" and shall not be subject to warrants, drafts or checks drawn by the County but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Grant Agreement and solely upon written authorization from the Executive

Administrator or his/her designated representative. The Escrow Agent shall provide to the County and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall invest escrowed Proceeds only in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). The County is responsible for directing the Escrow Agent to invest all public funds in a manner that is consistent with both the PFIA and its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or a designated representative. No written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The County shall deliver a copy of TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the County.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the County and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the County and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation, or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the County and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the County or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The County is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the County and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the County must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the County has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the County. Whether appointed by the County or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the County.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

(Printed Name of Escrow Agent)
Physical (Street) Address
Phone Number
Fax Number
Email Address

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

<<AUTHORIZED AGENT>>
<<LEGAL NAME OF ENTITY>>
<<PHYSICAL ADDRESS>>

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the County and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the County and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the County but may not be paid directly from the Escrow Account.

SECTION 19: VERIFICATION OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Escrow Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary**.**

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under

Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Escrow Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code, as amended.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Escrow Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Escrow Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

HAYS COUNTY

By: _____
Authorized Representative
Date: _____

Hays County

<<NAME OF BANK>>,
as Escrow Agent

By: _____
Title: _____
Date: _____

EXHIBIT A
Fee Schedule

AGENDA ITEM REQUEST FORM: K. 16.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Flocke

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the purchase of tree planting and watershed management supplies in the amount of $11,065.94 from Forestry Suppliers, Inc. using Texas A&M Forest Watershed Protection Plan Grant funds. **HAMMER/FLOCKE**

Summary:

On July 28th, 2026 the Court approved the acceptance of $50,000 in Texas A&M Forest Service grant funds to improve watershed health through tree planting and invasive species control. This item seeks to purchase $11,065.94 in supplies from Forestry Suppliers, Inc. for tree planting and invasive species control as specified within the grant budget.

Fiscal Impact:

Amount Requested: $11,065.94
Line Item Number: 001-700-99-239.5201

Budget Office:

Source of Funds: Texas A&M Forest Service grant funds
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: 3 quotes obtained

Auditor's Office

G/L Account Validated Y/N?: Yes, General Supplies Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Forestry Suppliers Quote
AM Leonard Quote
Amazon Quote

Forestry Suppliers, Inc.
www.forestry-suppliers.com

205 West Rankin Street | P.O. Box 8397 | Jackson, Mississippi 39284-8397 | (601) 354-3565, FAX (601) 292-0185

QUOTE

QUOTE #: 268945
QUOTE DATE: 10/29/2026
SHIPPING METHOD: SAIA FREIGHT

CUSTOMER #: 407303
EXPIRATION DATE: 12/17/2026

Billing Address
HAYS COUNTY
ACCOUNTS PAYABLE
111 E SAN ANTONIO ST STE 100
SAN MARCOS TX 78666-5557

Shipping Address
HAYS COUNTY PARKS AND NATURAL
KARL FLOCKE 512 395 7330
1699 MT SHARP RD
WIMBERLEY TX 78676

ITEMS

Qty Ordered	Item#	Description	Price	Ext. Price
4	75175	Fiberglass Ironclad Handle Brush Grubber	$148.08	$592.32
4	69041	Jim-Gem KBC Planting Bar	$49.38	$197.52
385	79149	TreeDiaper, 24” Diameter	$25.03	$9,636.55
80	17142	60” Protex Pro/Gro Solid Tube Tree Protectors	$4.01	$320.80
1	17031	Bamboo Stakes, 1/2” x 6’, Bundle of 250	$92.31	$92.31
2	13287	Solo Model 475-B Professional Backpack Sprayer, 4 Gallon Diaphragm Pump	$100.86	$201.72
4	13340	Solo Spritzer Sprayer, 1 Liter Capacity	$6.18	$24.72
		Merchandise Total:		$11,065.94
		Shipping Charge:		$0.00
		Taxable Total:		$0.00
		Tax:		$0.00
		Total:		$11,065.94

NOTES

PRICE INCLUDES SHIPPING

Thank you for choosing Forestry Suppliers as your source for outdoor professional tools and supplies. The purchase of the Quote is subject to Forestry Suppliers' Terms & Conditions of Sale.

To view or purchase this quote you can click here.

We are eager to know how we compete on every quote. Please fax us an abstract/tabulation of the pricing on this quotation to 800-813-2704 or email us at bid@forestry-suppliers.com. Your response will help us continue providing competitive prices.

If you have any questions or if we can be of further assistance, please contact us at 800-752-8461.

Sincerely,

Bid Department
Forestry Suppliers, Inc.

Quote

If you have any questions about your quote please contact us!

Order Number: SO26112151
Customer: 13153678015 Hays County, TX
P.O. Number: AWQ00038290
Order Date: 10/29/2026
Payment Method:

Shipping Method: MF - R&L
Rep: Customer Service (customercare@amleo.com)
Sales Rep Phone: 800-543-8955
Live Chat About Your Order
Quote Expires on 11/26/2026

Billing Information:
1699 MOUNT SHARP RD
WIMBERLEY, TX 78676-4413
United States

Shipping Information:
1699 MOUNT SHARP RD
WIMBERLEY, TX 78676-4413
United States

Product	Qty	Unit Price	Line Total
BRUSHBAR LEONARD BRUSHBAR BOXED SHRUB REMOVER 8:1 LEVERAGE	4	$260.51	$1,042.04
475 BACKPACK SPRAYER 4 GAL DIAPHRAGM PUMP SOLO	2	$125.62	$251.24
PL3811 LEONARD PLANTING BAR WITH POINTED BLADE	4	$86.03	$344.12
N72 STAKE BAMBOO NATURAL 250/BALE 6 FT X 12/14MM 1/2 IN	1	$168.45	$168.45
TP60 TREE PRO SLIT TUBE 5/BDL 60IN	16	$26.60	$425.60
418L SPRAYER 1 LITER SOLO 418-1L	4	$20.45	$81.80
TD24-24 TREEDIAPER® LANDSCAPER PACK 24/BOX 24IN ROUND	16	$660.85	$10,573.60

- Currently 2 in stock.
  - Appx 10 day lead time on the rest

SubTotal	$12,886.85
Shipping and Handling	$249.00
Total	**$13,135.85**

PLEASE READ THOROUGHLY:

1.) Inventory for orders will only be held with full payment.

2.) For orders with future ship dates additional shipping costs are likely to be incurred, due to rising freight costs.

3.) If additional services are required, such as inside delivery, lift gate truck, customs cleared, inland or on-carriage, or other accommodations, please specify this when placing your order for a revised quote. If these requirements are not stated at the time of freight quotation, the quote is invalid and additional charges will apply after shipment. Failure to provide a valid address, contact name, or contact information that impedes delivery will result in additional charges.

4.) Once we have shipped your order, often the delivery date is uncertain and can take longer than expected.

5.) Once your order has shipped you will receive a shipping confirmation email containing tracking information for all ground shipments.

Shopping Cart

Deselect all items

Delete Save for later

Price



SOLO 418 One-Hand Pressure Sprayer, 1-Liter, Ergonomic Grip for Gardening,

In Stock

Shipped from: DK Hardware Supply

Preferred by your organization

$13.44 delivery **Tue, Nov 17**

FREE Returns

Buy 5, save 24%

4

$19.12

Typical price: ~~$24.59~~

Savings: **$5.47** (22%)

Quantity Price



BestNest Vented Tree Tubes, 60-Inch Seedling Protectors, 20-Pack | 20

In Stock

Shipped from: BestNest Inc

FREE delivery **Wed, Nov 4**. Order within **1 min**

4

$133.00

Typical price: ~~$139.99~~

Savings: **$6.99** (5%)

Quantity Price



Jollybower 5/8" D 6 Feet Bamboo Stakes 50 Pack, Thicker Heavy-Duty Plant

In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 3**

FREE Returns

Size: 6 Feet

2

$75.99

($1.52 / count)



Jim-Gem KBC Planting Bar 39 in 4 x 12 in Cast Alloy Steel Blade Rocky Soil | 10

$79.50

In Stock

Shipped from: Forestry Suppliers, Inc.

$40.59 delivery **Thu, Nov 5**. Order within 1 hr 1 min

4



Solo 475-B-DELUXE 4-Gallon Backpack Sprayer

$110.20

Typical price: ~~$113.46~~

Savings: **$3.26** (3%)

Quantity Price

In Stock

Shipped from: MaxWarehouse

Preferred by your organization

FREE delivery **Thu, Nov 5**

Buy 5, save 4%

2



Brush Grubber Heavy Duty Steel Handled Manual Root Puller, 4 Foot,

$137.00

In Stock

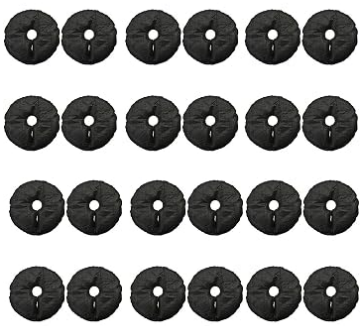
Shipped from: Spreetail

Tomorrow

FREE delivery **Tomorrow, Nov 3**. Order within 2 hrs 31 mins

FREE Returns

4



SteadySpring® 24" Smart 30+Day Tree Watering Mat - AUTO Refills with RAIN

$762.96

In Stock

Shipped from: Zynnovation

$170.39 delivery **Mon, Nov 9**

Number of Items: 24

Qty: 16

Subtotal (36 items): **$14,054.22**

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more

AGENDA ITEM REQUEST FORM: K. 17.

Hays County Commissioners Court

Date: 11/10/2026

Requested By:

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a quitclaim deed between Hays County and Lisa Greaves Taylor, Lauren Greaves, Jennifer Roberts, Emily Roberts of roughly 3.69 acres for the Presa Grande Trailhead. **HAMMER/FLOCKE**

Summary:

Hays County would quit-claim approximately 3.69 acres of land related to the Presa Grande Trailhead in Hays County to Lisa Greaves Taylor, Lauren Greaves, Jennifer Roberts, Emily Roberts, Trustees of the Logan Preston Roberts Trust.

Fiscal Impact:

Amount Requested: None
Line Item Number: N/A

Budget Office:

Source of Funds: N/A
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Local Government Code (TLGC) 253

Auditor's Office:

G/L Account Validated Y/N?: 001-000-00.4630, Miscellaneous Revenue
New Revenue Y/N?: N/A
Comments:

Attachments

Quit Claim_Presa Grande

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

STATE OF TEXAS §
§
COUNTY OF HAYS §

Hays County, a political subdivision of the State of Texas, ("Grantor"), in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has QUITCLAIMED and does QUITCLAIM to Lisa Greaves Taylor, Lauren Greaves, Jennifer Roberts and Emily Roberts, Trustee of the Logan Preston Roberts Trust ("Grantees"), all of Grantor's right, title, and interest in and to the real property in Hays County, Texas, fully described in Exhibit A, and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantees, their successors and assigns forever, WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY; so that neither Grantor nor Grantor's heirs, administrators, executors, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantees, by acceptance of this deed, assume, from the date of Execution cited below, payment of all standby charges, ad valorem taxes, and assessments for the 2026 calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property and to the extent due and owing by Grantees.

Grantee Lisa Greaves Taylor fka Lisa Carol Greaves's address is: 20-30 43rd Street, New York, NY 11105.

Grantee Lauren Conway Greaves's address is: 1408 Hyde St., Austin, TX 78741.

Grantee Jennifer L. Roberts's address is: 600 Conway Drive, San Marcos, Texas 78666.

Grantee Emily Roberts, Trustee of the Logan Preston Roberts Trust is: 7237 Via Dono Drive, Austin, Texas 78749.

EXECUTED as of _____, 20____.

GRANTOR:
Hays County, Texas
a political subdivision of the State of Texas

By: _____
Judge Ruben Becerra
Hays County Judge

STATE OF TEXAS	§	ACKNOWLEDGEMENT
	§	
COUNTY OF HAYS	§	

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Judge Ruben Becerra, who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

_____
Notary Public – State of Texas

EXHIBIT A

FIELD NOTE DESCRIPTION FOR A 3.69 ACRE TRACT OF LAND, SITUATED IN HAYS COUNTY, TEXAS:

BEING 3.69 ACRES OF LAND OUT OF THE REMAINING 384.98 ACRES OF A CERTAIN 844.44 ACRES OF LAND OUT OF THE ELIJAH CLARK SURVEY, ABSTRACT NO 84 IN HAYS COUNTY, TEXAS, CONSISTING OF ABANDONED HAYS COUNTY RIGHT OF WAY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found, lying in the southwest right-of-way line of Hilliard road, a public road, marking an angle corner of a 10.02 acre tract of land conveyed by General Warranty Deed to Roland Bruno Merz, Jr. and Anita Faye Merz, recorded in Document No. 22043542 of the Official Public Records of Hays County, Texas, for the POINT OF BEGINNING of this tract;

THENCE, along the northeast line of this tract, common with the southwest right-of-way line of said Hilliard Road, the following two (2) courses and distances:

I) South 31°34'26" East, a distance of 261.33 feet, to a 1/2" iron rod set, marking an angle corner of the southwest right-of-way line of said Hilliard Road, at the point-of-curvature of a curve to the left, for an angle corner of this tract, and;

2) along said curve to the left, an arc of 762.10 feet, said curve having a radius of 2,011.83 feet, a chord which bears South 43°26'03" East, for a distance of 757.55 feet, to a 1/2" iron rod set, at a point of said curve to the left, lying in the northeast line of a tract of land, known as Lot 20 of the Hunters Glen Subdivision, recorded in Volume 1, Page 61 of the Official Public Records of Hays County, Texas, conveyed by General Warranty Deed to Shelby Ryall, recorded in Document No. 20055711 of the Official Public Records of Hays County, Texas, marking an angle corner of said Lot 20 of the Hunters Glen Subdivision, for the southeast corner of this tract;

THENCE, North 69°32'34" West along the southwest line of this tract, common with the northeast line of said Lot 20 of the Hunters Glen Subdivision, a distance of 79.86 feet, to a calculated point, marking an angle corner of said Lot 20 of the Hunters Glen Subdivision, for an angle corner of this tract;

THENCE, North 78°20'34" West along the southwest line of this tract, common with the northeast line of said Lot 20 of the Hunters Glen Subdivision, a distance of 214.00 feet, to a 1/2" iron pipe, marking the north corner of said Lot 20 of the Hunters Glen Subdivision, for an angle corner of this tract;

THENCE, South 44°18'55" West along the southeast line of this tract, common with

the northwest line of said Lot 20 of the Hunters Glen Subdivision, a distance of 22.93 feet, to an old fence post, marking an angle corner of said Lot 20 of the Hunters Glen Subdivision, common with the southeasterly corner of a 647.28 acre tract of land conveyed by Special Warranty Deed to Byrdnest Ventures, LLC, recorded in Document No. 21052047 of the Official Records of Hays County, Texas, for the south corner of this tract;

THENCE, along the southwest line of this tract, common with the northeast line of said Byrdnest Ventures, LLC, tract and said Merz, Jr. tract, the following three (3) courses and distances:

1) North 53°51'24" West, a distance of 72.05 feet, to a 1 /2" iron rod found, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract;

2) North 52°59'48" West, a distance of 375.10 feet, to a 1/2" iron rod set, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract, and;

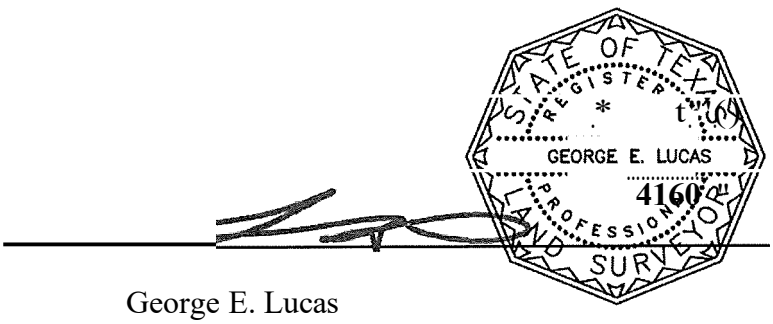
3) North 52°59'48" West, a distance of 138.45 feet, to a magnail with a washer, marking an angle corner of the said Merz, Jr. tract, for the west corner of this tract;

THENCE, along the west line of this tract, common with the east line of said Merz, Jr. tract, the following three (3) courses and distances:

1) North 17°50'27" East, a distance of 98.56 feet, to a calculated point, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract;

2) North 16°03'12" East, a distance of 106.28 feet, to a calculated point, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract, and;

3) North 16°48'25" East, a distance of 178.06 feet, to the POINT OF BEGINNING containing 3.69 acres of land, more or less.



George E. Lucas

Registered Professional Land
Surveyor No. 4160 Celco Surveying,
Firm Registration No. 10193975
18018 Overlook Loop, Suite 105
San Antonio,
Texas 78259
Date: October 27,
2022

AGENDA ITEM REQUEST FORM: K. 18.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Elaine Cardenas

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of an Agreement between Hays County and Granicus related to Commissioners Court video streaming totaling $61,369.68, effective November 1, 2026.
BECERRA/CARDENAS/HUNT

Summary:

Granicus currently provides the video streaming and agenda management services for the Hays County Commissioners Court Meetings and this is the annual renewal with a 10% increase.

Fiscal Impact:

Amount Requested: $61,369.68
Line Item Number: 101-617-10.5429

Budget Office:

Source of Funds: Records Management and Archive Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Omnia Contract 159768

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Granicus - Renewal Proposal

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Hays County TX

Procurement Vehicle: OMNIA (159768)
In Support of: Hays County TX

ORDER DETAILS

Prepared By:	Andrea Marin
Phone:	
Email:	andrea.marin@granicus.com
Order #:	Q-560061
Prepared On:	19 Aug 2026
Expires On:	27 Sep 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	31 Oct 2026
Period of Performance:	01 Nov 2026 - 31 Oct 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
CaptionLive Premium	Annual	120 Hours	$27,189.60
Integrating 3rd Party Agenda Management Solutions	Annual	1 Each	$9,710.25
Avior™ 50	Annual	1 Each	$22,527.78
Social Media eXstream	Annual	1 Each	$1,942.05
		SUBTOTAL:	**$61,369.68**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
CaptionLive Premium	CaptionLive Premium - Human Transcription Service in English, per hour. Live and video on- demand closed captioning, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting.
Integrating 3rd Party Agenda Management Solutions	Integrating 3rd Party Agenda Management Solutions with the Swagit Platform
Avior™ 50	AVIOR™ 50 Managed Service SaaS: Remote Switching for up to 50 meetings per year.
Social Media eXstream	Facebook Live or YouTube live streaming from an EASE encoder

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-560061 dated 19 Aug 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Hays County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- AI SYSTEM USAGE: Notwithstanding anything to the contrary in any contract between Client and Granicus, Client's use of AI functionality contained in any Granicus product or service will be subject to the terms set forth in the AI Addendum located here: https://granicus.com/wp-content/uploads/AI-Functionality-All-Products.pdf Any conflict between the terms of the contract and the AI Addendum will be resolved in favor of the Addendum. If Client is not willing or able to accept the terms set forth in the Addendum, Client is not permitted to access or use any AI functionality absent separate written agreement between Client and Granicus.
- It is the customers responsibility to communicate any changes or provide updated schedules. Any meeting convened outside of the established meeting schedule shall require a minimum of forty-eight (48) hours' prior written notice to all relevant parties. The presence of a director at such meetings is not guaranteed. All such meetings will be shot in wide-screen format.
- The terms and Conditions of the Agreement 159768 effective 08 DEC 2025 between Granicus and OMNIA Partners govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-560061 dated 19 Aug 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Hays County TX	
Signature:	
Name:	
Title:	
Date:	

AGENDA ITEM REQUEST FORM: K. 19.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Elaine Brown

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of contract Amendment 1 to A Better Boat, LLC (2027-PSA-01) and Axis of Mental Healthcare, PLLC (2027-PSA-03) to add additional services related to the Office of the Governor Grant, $72,000.00. **COHEN/INGALSBE/BROWN/HUNT**

Summary:

On October 27, 2026, the Commissioners Court accepted a grant award from the Office of the Governor related to Mental Health services for our Mental Health Program.

The additional services include:
A Better Boat, LLC

- Peer Support at $500/month for 3 months and 10 participants = $15,000.00
- Transportation average cost $125/ ride x 20 rides = $3,000.00

Axis to Care

- Treatment and care $600/ month x 9 months x 10 participants = $54,000.00

Fiscal Impact:

Amount Requested: $72,000
Line Item Number: 001-612-99-227.5448

Budget Office:

Source of Funds: Office of the Governor Grant funds
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FY 27 - A Better Boat - Amendment 1
FY 27 - Axis of Mental Healthcare, PLLC - Amendment 1

FIRST AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND A BETTER BOAT, LLC
(2027-PSA-01)

1. This 1st Amendment to the Contract executed on or about October 13, 2026 ("Amendment") is made the 10th day of November 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **A BETTER BOAT, LLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to #13. Payment Cap (Section - CONDITIONS PERTAINING TO RECOVERY SUPPORT SERVICES):
   - Remove: Payments will not exceed $21,000 during the contract period, allocated below:
     - Peer Recovery: $13,000
     - Transportation: $8,000
   - Add: Payments will not exceed $39,000 during the contract period, allocated below:
     - Peer Recovery: $13,000
     - Transportation: $8,000
     - Peer Recovery (Office of the Governor Specialty Court Grant) at $500/month for 3 months and 10 participants = $15,000.00
     - Transportation (Office of the Governor Specialty Court Grant) average cost $125/ ride x 20 rides = $3,000.00

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

A BETTER BOAT, LLC

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND AXIS OF MENTAL HEALTHCARE, PLLC
(2027-PSA-03)

1. This 1st Amendment to the Contract executed on or about October 13, 2026 ("Amendment") is made the 10th day of November 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **AXIS OF MENTAL HEALTHCARE, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to #13. Payment Cap (Section - CONDITIONS PERTAINING TO RECOVERY SUPPORT SERVICES):
   - Remove: Payments will not exceed $121,000 during the contract period.
   - Add: Payments will not exceed $175,000 during the contract period, allocated below:
     - $121,000 = Fiscal Year 2027 Commissioners Court adopted Budget
     - $54,000 = (Office of the Governor Specialty Court Grant) Treatment and care $600/ month x 9 months x 10 participants = $54,000.00

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

AXIS OF MENTAL HEALTHCARE, PLLC

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 20.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of Amendment 1 to RFP 2026-P01 Flood Warning System Maintenance & Repair Services between Hays County and Water, Earth, Technologies, adding server update services to the bi-annual preventative maintenance schedule, annually $8,000.00 (4% increase) and amend the budget accordingly.
BECERRA/M.JONES/HUNT

Summary:

On March 10, 2026, the Commissioners Court executed a contract with Water & Earth Technologies related to the County's Flood Warning System. The Office of Emergency Services is requesting preventative maintenance (PM) of the servers to be added to the PM schedule, twice per year, $8,000 annually (4% increase).

Fiscal Impact:

Amount Requested: $8,000
Line Item Number: 001-656-00.5411

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
$8,000 - Increase Equipment Maintenance and Repair 001-656-00.5411
($8,000) - Decrease Miscellaneous Equipment Capital Outlay 001-656-00.5719_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2026-P01 Flood Warning System Maintenance and Repair Services

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 1

First Amendment to the Contract
Between
Hays County and Water & Earth Technologies
For RFP 2026-P01 Flood Warning System Maintenance and Repair Services

1. This First Amendment to the Flood Warning System Maintenance and Repair Services Contract (the "First Amendment"), attached as *Exhibit "A"* and executed March 10, 2026, is made this 10th day of November 2026, by and between **Hays County, Texas ("Client")** and **Water & Earth Technologies ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Services to be Included: PREVENTIATVIE MAINTENANCE
- Update Preventative Maintenance(PM), Software Costs: Upgrade servers to Debian Bullseye OS: $4,000.00 per PM, twice per year.

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

WATER & EARTH TECHNOLOGIES

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 21.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Stephanie Hunt, Karl Flocke

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-21) between Hays County and Ecological Works related to the Regional Habitat Conservation Plan (RHCP), effective October 1, 2026, with a not-to-exceed contract value $48,000.00, and authorize a waiver to the purchasing policy of obtaining three quotes. **HAMMER/FLOCKE/HUNT**

Summary:

The Hays County Parks Department would like to execute a new Professional Services Agreement with Rachael Lindsey, Ecological Works, LLC to support the Regional Habitat Conservation Plan for the covered species and related responsibilities.

Fiscal Impact:

Amount Requested: NTE $48,000.00
Line Item Number: 151-756-00.5448

Budget Office:

Source of Funds: Habitat Conservation Plan Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: waiver to the purchasing policy of obtaining three quotes

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) 2027-PSA-21

Proposal for RHCP Administration Services

(2027-PSA-21)

This Proposal ("Agreement") is made effective as of October 1, 2026 by and between Hays County, Texas ("County") and Rachael Lindsey, Ecological Works LLC ("Consultant").

1. Scope of Services. Consultant shall provide professional services to support the County's administration of its Regional Habitat Conservation Plan (RHCP) for the covered species (including but not limited to the Golden-cheeked Warbler) and related responsibilities. These services may include:

a) General program management of the RHCP: coordination, oversight, scheduling, stakeholder liaison, tracking key milestones and deadlines.

b) Permit and RHCP administration: regulatory compliance activities associated with the incidental take permit(s), interface with the U.S. Fish & Wildlife Service (USFWS) and other agencies, documentation of permit terms and conditions.

c) Annual reporting: preparation of required annual reports to the County and regulatory agencies, summarizing RHCP operations, participation, monitoring results, and compliance status.

d) Review and processing of RHCP participation applications: intake, screening, review of application materials from landowners/participants, coordination of decisions, tracking participation status.

e) Quarterly inspections: conducting or coordinating inspections of enrolled lands/mitigation lands/participating properties on a quarterly basis, documenting condition, compliance with management plans and permit terms, identifying corrective actions if needed.

f) Management and monitoring services: oversight or performance of ecological monitoring (population/habitat for Golden-cheeked Warbler and other covered species/habitat), review of monitoring results, interpretation, and recommendations.

g) Land Management Plans: development, review and updating of land management/ stewardship plans for enrolled lands or mitigation parcels, ensuring they meet RHCP obligations and align with biological goals.

h) Mapping and surveys: geographic information system (GIS) mapping of enrolled lands, habitat status, survey work (e.g., warbler habitat extent/condition), tracking spatial data for RHCP administration.

i) Additional related services as needed: as mutually agreed in writing, Consultant may provide other RHCP-administration-related tasks (e.g., adaptive management reviews, stakeholder workshops, budget tracking, amendment coordination) which are within the scope of the Program.

2. Time, Term and Hours. Consultant proposes to provide services at an hourly rate of **$150 per hour**. Consultant will be available for up to 320 hours of work prior to September 30, 2027. Services will be billed **monthly** for the actual hours worked up to the maximum. Despite any reference to the Contractor's hourly rate, which shall be used to calculate monthly invoices amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay the Contractor a total fee not to exceed forty-eight thousand dollars and zero cents ($48,000.00) for the Work under this Agreement.

3. Deposit and Billing Terms. Upon execution of this Agreement, County shall pay Consultant a **deposit of $10,000**. This deposit will be credited against hourly invoices as they are submitted. Consultant shall submit monthly invoices to County, referencing hours worked, tasks performed, and a summary narrative of progress. County shall pay invoices within 30 days of receipt. Any unused portion of the deposit, should there be any, will be refunded to the County following the final invoice.

4. Deliverables. Consultant shall provide to the County, as part of the monthly billing, a brief monthly progress report describing:

- Hours worked during the billing period, by major task group (program management, inspections, monitoring, mapping/surveys, applications review, etc.)
- Key accomplishments (e.g., number of application reviews completed; number and outcome of inspections; status of land management plans; mapping deliverables)
- Challenges or obstacles encountered and recommendations for next steps
- Anticipated activities for the upcoming period

In addition to the monthly reports, Consultant shall deliver at the conclusion of the engagement (or earlier if requested) a summary report documenting overall work completed, observations and recommendations for ongoing RHCP administration (including staffing, capacity, program efficiency, compliance risk, monitoring gaps, mapping/habitat database, and suggestions).

5. Assumptions and Limitations.

- The maximum hours committed in this Agreement shall be 320 hours unless the parties mutually agree in writing to extend the term or increase the hours.
- Consultant is not responsible for any obligations, liabilities, or violations of the RHCP or incidental take permit that pre-exist this Agreement.
- Consultant will rely on available staff, data, and cooperation from County and regulatory agencies. Delays in data availability, agency review, stakeholder coordination, or County internal processes may affect the timeline and hours required.

6. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party. Upon termination, Consultant shall submit a final invoice for all hours worked through the date of termination, and County shall pay any balance due after applying the deposit. Consultant shall deliver to the County all work-product prepared to date.

7. Independent Contractor. Consultant shall perform the services as an independent contractor and not as an employee of the County. Consultant shall be responsible for all taxes and insurance obligations related to the performance of the services.

8. Ownership of Work Product. All original deliverables, reports, maps, data products, and related documentation prepared by Consultant under this Agreement shall become the property of the County upon payment. Consultant may retain copies for its records.

9. Confidentiality. Consultant shall maintain the confidentiality of any non-public County or RHCP data provided or developed as part of this engagement and shall not disclose such data without County's prior written consent, except as required by law.

10. Insurance; Indemnification. Consultant shall carry professional liability insurance appropriate to the work. Consultant shall indemnify and hold the County harmless from any claims, damages or liabilities arising out of gross negligence or willful misconduct by Consultant in the performance of services under this Agreement. The County shall indemnify Consultant from any claims arising from the County's acts or omissions.

11. Governing Law; Entire Agreement. This Agreement shall be governed by the laws of the State of Texas. This Agreement contains the entire understanding between the parties and supersedes all previous agreements, whether oral or written, relating to the subject matter hereof. Any amendment must be in writing and signed by both parties.

12. Signatures. Signatures by the parties to this Proposal for RHCP Administration Services agreement follow on the next page.

By signing below, the parties agree to the terms outlined in this proposal and authorize commencement of work as described herein.

HAYS COUNTY, TEXAS:

Signature: _____ Date: _____

By: Ruben Becerra

Hays County Judge

ECOLOGICAL WORKS LLC:

Signature:  Date: October 21, 2026

By Rachael Lindsey

Chief Ecological Officer

AGENDA ITEM REQUEST FORM: K. 22.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action regarding the development of the Hays County Commissioners Court's legislative agenda and priorities for the 90th Session of the Texas Legislature, including direction to the Office of County Administrator to return with a proposed slate of priorities for the Court's final approval. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 11/10/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Hercules. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 11/10/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near East FM 150, Kyle, Texas 78640 in Precinct 1. Possible discussion and/or action may follow in open court.
COHEN/INGALSBE

Summary

AGENDA ITEM REQUEST FORM: L. 3.

Hays County Commissioners Court

Date: 11/10/2026

Requested By: Scot Woodland, Budget Officer

Sponsor: Commissioner Hammer

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **HAMMER**

Summary

AGENDA ITEM REQUEST FORM: L. 4.

Hays County Commissioners Court

Date: 11/10/2026

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the County's legal options and remedies involving the indigent defense services provided by Neighborhood Defender Services. Possible discussion and/or action may follow in open court. **COHEN**

Summary