

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, JULY 14, 2025
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledges of Allegiance.

1. Call meeting to order.
2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
 - a. Consider approval of Bills & Claims and payments via electronic fund transfers.
 - b. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
 - c. Consider approval of payroll claims & related expenses.
 - d. Consider approval of Departmental Reports.
 - e. Consider approval of Fees of Office.
3. Receive and discuss update on July 4 flooding event response and recovery.
4. Consider establishing a Special Deputy Fire Marshal position in the County Fire Marshal's Office pursuant to Local Government Code Sec. 352.011.
5. Consider the appointment of a person to serve as the Special Deputy Fire Marshal in the County Fire Marshal's Office.
6. Consider selection and approval of agreement(s) between outside engineering firm(s) and Gillespie County for "on-call" engineering services related to the

review and regulatory oversight of Battery Energy Storage System (BESS) projects in the County, and authorization for the execution of documents.

7. Receive presentation on recent resolutions passed by the Gillespie County Republican Party and/or its Executive Committee.
8. Consider approval of promotions, transfers, payroll changes, and/or hiring for positions in:
 - a. County Clerk's Office
9. Consider approval of County Clerk minutes for Commissioners Court meetings.
10. Consider approval to pay the invoice from Superior Services Tree Care for tree removal to clear airspace encroachments at the County Airport.
11. Consider approval of ESRI mapping software Annual Maintenance Agreement for Rural Addressing and Sanitation Department.
12. Consider approval of payment of invoice for portable changeable message boards (previously approved for purchase on May 12, 2025).
13. Consider approval of lease agreement contract for Stalker Radar System for Constable, Precinct 2.
14. Consider approval of purchase of Dark Sky compliant flagpole lights for the County Courthouse and Annex 1, and approve the submission of a reimbursement request for said purchase to the Hill Country Alliance Night Sky Preservation Fund.
15. Approve payment of invoice for Pct 3 2025 Peterbilt dump truck (Original approval on 10-28-2024 for \$196,995.31; Actual invoice is \$196,449.98).
16. Consider designating miscellaneous office furniture and uniform items as surplus or salvage property, and approve the method of disposition of said items by listing for sale by public auction on GovDeals website.

17. Consider approval to purchase a County membership with the Multi-State Information Sharing and Analysis Center (MS-ISAC) and authorization of execution of documents.
18. Consider approval of the appointment or reappointment of members to the Pioneer Memorial Library Advisory Board.
19. Consider approval of an amendment to the Smarsh archiving contract, adjusting social media archiving licensing types, and authorization of execution of documents.
20. Consider approval of cell phone stipends for employees in the Information Technology Services (I.T.) department.
21. Consider approval of a payroll correction for outstanding cell phone stipend payments for Jordan Weikel of the Information Technology Services (I.T.) department.
22. Consider the implementation of a County employee performance evaluation program.
23. Consider approval of annual renewal and payment of the County Airport liability insurance policy.
24. Consider approval of the annual renewal application for the County's cyber liability insurance policy.
25. Discuss implementation of a County employee wellness incentive program (discussion only-no action).
26. Consider approval of plat application for Wood & Kothmann Subdivision, Precinct 2.
27. Consider approval of variance from the County's ROW Regulations, Section 3.01A, for construction of a temporary driveway on Bob Moritz Drive in Precinct 4.

28. Consider approval of variance from the County's ROW Regulations, Section 3.01A, for construction of a permanent driveway on Bob Moritz Drive in Precinct 4.
29. Consider approval of an invoice from Vista Solutions for the Elections Department.
30. Consider and approve the removal of cattle guard in the 4500-4600 section of Doss-Spring Creek Road (Notices were mailed on April 21st, 2025 and the last day to request a public hearing was July 5th, 2025. If approved, the cattle guard will be removed on or after July 21st, 2025.)
31. Consider and approve the removal of cattle guard in the 7100-7200 section of Doss-Spring Creek Road (Notices were mailed on April 21st, 2025 and the last day to request a public hearing was July 5th, 2025. If approved, the cattle guard will be removed on or after July 21st, 2025.)
32. Consider approval of line-item budget transfer to fund continuation of the County's coyote bounty program.
33. Consider ratification of application to the Texas State Library and Archives Commission (TSLAC) for participation in the Interlibrary Loan Lending (ILL) Reimbursement Program by the County Library.
34. Consider approval of Amendment No. 1 to the Agreement between the County and Mustard Architects for the feasibility study to assess the current physical condition; mechanical, plumbing, and electrical infrastructure; data and security infrastructure; and space allowances of multiple County buildings located on or adjacent to the Courthouse Square, and identify a funding source.
35. Consider approval of an Interlocal Cooperation Contract between the County and the Department of State Health Services for access to the Texas Electronic Vital Events Registrar ("TxEVER") by the County Clerk's office.
36. Consider approval of payment of invoices for autopsy services performed by Hill Country Forensic, LLC.

37. Consider approval of ODFI-Originator Agreement with Security State Bank & Trust, related to transactions and transfers of funds in the County Tax Assessor-Collector's office.

SUBCHAPTER B. COUNTY FIRE MARSHAL

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.



July 11, 2025

Melissa Eckert
Gillespie County
101 W. Main Street
Fredericksburg, TX 78624

Via e-mail: meckert@gillespiecounty.org

RE: **Proposal for Fire Protection Engineering Services**
Project: BESS Storage 3rd Party Review
Gillespie County

Ms. Eckert:

Fire Protection Consulting Group, LLC (FPCG) is pleased to offer our engineering services on an hourly basis for the subject project. It is understood that FPCG will provide hourly consulting services for the subject project. Based on the email sent by your office on July 9, 2025, it is understood that our efforts will include 3rd party review services for the subject BESS project. FPCG will provide fire protection engineering consulting services on an "as requested" hourly basis. These consulting services will be performed based on our hourly fee structure as listed below. These services will be performed on a time and materials basis with a required retainer of \$5,000. All expenses will be pre-approved, when possible. Prior approval will be sought before exceeding this fee amount.

- Consulting by Principal Fire Protection Engineer: \$240 / hour
- Mileage: Billed at current IRS rate
- Travel, printing, courier, etc. costs: Cost reimbursable + 10%
- Compete Hourly Rate Schedule attached

Upon acceptance of these fees and services, FPCG requests a signed copy of this letter be returned to our office. Work beyond that described above will be billed at our hourly rates unless FPCG determines that a separate fixed fee proposal is warranted. Phone and email consultations will be billed for a minimum of 0.25 hours per event. The fees and services in this agreement are valid for a period of thirty (30) days from the issue date. We appreciate the opportunity to provide these services for this project.

If you have any questions, please do not hesitate to contact me by phone at (210) 858-2389 or by e-mail to gilead@firepcg.com.

Sincerely yours,

Gilead R. Ziemba, P.E.
Partner & Principal Fire Protection Engineer
Fire Protection Consulting Group, LLC

Client Authorization

I authorize Fire Protection Consulting Group, LLC to provide these services for the fees shown herein.

Signature

Date

Printed Name

Title

All items in this packet are working drafts and contingent upon Commissioners Court approval.

Hourly Consulting Services

STANDARD TERMS AND CONDITIONS**ARTICLE 1: PROFESSIONAL SERVICES**

1.1 **Parties.** “Client” refers to the entity identified on Page 1 of the Proposal. “Engineer” refers to Fire Protection Consulting Group, LLC.

1.2 **Services.** In connection with the property described in the Proposal (“Property”), Engineer shall render the professional services (“Services”) for the project described in the Proposal (“Project”) as outlined in the Proposal and any Amendments.

1.3 **Agreement.** The Professional Services Agreement includes the Proposal, Amendments to the Proposal, and these Terms and Conditions (collectively, the “Agreement”).

ARTICLE 2: PROPOSALS

2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services.

2.2 **Acceptance of Agreement.** Client shall authorize and Engineer shall commence work upon Engineer’s receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client’s oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer’s performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.

ARTICLE 3: CHANGES

3.1 **Changes.** The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer’s cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment or Additional Services Proposal.

3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer’s Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer’s control.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-Furnished Data.** Client shall provide all criteria and full information as to Client’s requirements for the Project, designate a person to act with authority on Client’s behalf in respect to all aspects of the Project, examine and respond promptly to Engineer’s submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)’ applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

Hourly Consulting Services

5.4 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or electronic form, are instruments of service for the Services and are owned by the Engineer and Client regardless of whether or not Services are completed. Reuse, change or alteration by the client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, THE COMPANY AND ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services.** In performing Services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.7 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit.** All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the Contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Permits.** Engineer will provide documentation required for Client to obtain permits associated with Engineers Scope of Work. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation.** Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at 14439 NW Military Hwy, Suite 108 #430, San Antonio, Texas 78231, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within sixty (60) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

Hourly Consulting Services

6.5 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of eighteen percent (18%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.6 **Collections' Fees.** In the event of non-payment and the account is sent to collections, an additional 25% fee will be added to the unpaid balance.

6.7 **Attorney's Fees.** In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL FEE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the

Hourly Consulting Services

Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the services will be performed or partially performed in Bexar County, Texas, and the venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all

Hourly Consulting Services

disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty.** Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

INVOICE

Superior Services Tree Care
PO BOX 2183
FREDERICKSBURG, TX 78624
1918

sstcsales@sstreecare.com
+1 (830) 992 3336
www.superiorservicestree.com



Bill to
Gillespie County Airport
Attn: Tony Lombardi
101 West Main Street, Unit #9
Fredericksburg, TX 78624

Invoice details
Jobsite: Golf Course
Invoice no.: 211852
Terms: Due upon receipt
Invoice date: 06/27/2025
Due date: 06/27/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/27/2025	Removal	Removal of designated trees, haul off all debris	1	\$14,860.00	\$14,860.00

Total \$14,860.00

Ways to pay



View and pay

All items in this packet are working drafts and contingent upon Commissioners Court approval.



Central Texas Equipment

Construction Equipment * Sales * Rental * Parts * Service

Invoice

Phone #		E-mail		Invoice Date		Invoice #	
512-442-2371		accounting@ctegroup.net		6/24/2025		85826	
Bill To				Ship To			
GILLESPIE COUNTY 2254 NORTH US HIGHWAY 87 FREDERICKSBURG, TX 78624				GILLESPIE COUNTY ATTN: MIKE MAURER 2254 NORTH US HIGHWAY 87 FREDERICKSBURG, TX 78624			
P.O. Number		Terms			Via		
13819		NET 30			CTE		
Qty	Item	Description	Price Each	Amount			
1	MB1548-418146	ONE (1) NEW SOLAR TECH MODEL MB-1548 SOLAR POWERED MESSAGE BOARD WITH 126"X76" FULL MATRIX DISPLAY BOARD AND ALL OTHER STANDARD EQUIPMENT.	23,850.00	23,850.00T			
		S#: 418146 VIN: 4GM2M1517S1418146					
1	MB1548-418147	ONE (1) NEW SOLAR TECH MODEL MB-1548 SOLAR POWERED MESSAGE BOARD WITH 126"X76" FULL MATRIX DISPLAY BOARD AND ALL OTHER STANDARD EQUIPMENT.	23,850.00	23,850.00T			
		S#: 418147 VIN: 4GM2M1519S1418147					
		* COMMUNICATIONS PACKAGE - INCLUDES LIFETIME SERVICE INCLUDING FREE SOFTWARE UPGRADES * 5 YEAR BUMPER TO BUMPER PARTS EXCHANGE WARRANTY ON ENTIRE MACHINE					
2	Freight	SHIPPING & HANDLING	1,100.00	2,200.00T			
		PRICING IS PER BUYBOARD CONTRACT #685-22 SECT.48					
By purchasing the equipment through a Cash Purchase, or Purchase by Security Agreement, or Charge to Open Account, the Customer hereby agrees that said purchase is being made by Customer according to the payment terms noted above. This sales order when accepted in writing by Customer shall become a binding contract, and all payments due hereunder shall be payable to Company by Customer at Company's principal place of business in Pflugerville, Travis County, Texas. All payments due hereunder shall bear interest from the date of maturity until paid at the highest legal contract rate of interest (per annum) permissible in the State of Texas.			Subtotal		\$49,900.00		
			Sales Tax (0.0%)		\$0.00		
			Total		\$49,900.00		
			Payments/Credits		\$0.00		
			Balance Due		\$49,900.00		
Authorized Signature							

Please remit to: P.O. Box 3589 Pflugerville, TX 78691
All items in this packet are working drafts and contingent upon Commissioners Court approval.

STALKER radar

applied concepts, inc.

QUOTE
#2106233

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 06/03/25

Inside Sales Partner: Vanna Moore
vanna.moore@a-concepts.com
Reg Sales Mgr: Christopher Decker
972-398-3780
chris.decker@stalkerradar.com

Effective From : 06/03/2025

Valid Through: 09/01/2025

Lead Time: 45 working days

Bill To: Gillespie County Auditor 101 W Main St Unit 4 Room 203 Fredericksburg, TX 78624-3700	Customer ID: 034120 Accounts Payable	Ship To: Gillespie Co Constable Precinct 2 97 Frederick Rd Rm 105 Fredericksburg, TX 78624-2947	<i>FedEx Ground</i> Constable Ken Bode
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,401.00	\$3,401.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	200-0965-50	2X Counting Unit, 1.5 PCB, ARM Processor			\$0.00
2	1	200-1570-00	2X Modular OSC Display			\$0.00
3	1	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	1	200-1468-01	2X Rear Antenna			\$0.00
5	1	200-0919-00	2X Fast Lock Remote w/Screw Latch			\$0.00
6	1	200-0769-00*	25 MPH/40 KPH KA Tuning Fork			\$0.00
7	1	200-0770-00*	40 MPH/64 KPH KA Tuning Fork			\$0.00
8	1	200-0648-00	Display Sun Shield			\$0.00
9	1	200-0243-00	Counting/Display Tall Mount			\$0.00
10	1	200-0244-00	Antenna Dash Mount			\$0.00
11	1	200-0245-00	Antenna Tall Deck Mount			\$0.00
12	1	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
13	1	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
14	1	200-0622-01	2015-Present Tahoe VSS Cable Kit			\$0.00
15	1	200-0619-00	2X Documentation Kit			\$0.00
16	1	006-0094-00	Fan Noise Suppression Addendum - 2X			\$0.00
17	1	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
18	1	060-1000-36	36 Month Warranty			\$0.00
19	1	155-2211-00	Remote Display Interconnect Cable, 10'		\$80.00	\$80.00
Group Total						\$3,481.00

Product	\$3,481.00	Sub-Total:	\$3,481.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$22.50
Payment Terms: Net 30 days		Total: USD	\$3,503.50

Vehicle Information:
2020 Chevrolet Tahoe SUV
Rental 36 month @\$96.69/month

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

All items in this packet are working drafts and contingent upon Commissioners Court approval.



— Flag & Flagpole —

Quote #QN137020

June 30th 2025

Thank you for the opportunity to quote this for you. Please let us know if you have any questions by replying to this email.

Gillespie County
David Favreau
97 Fredericksburg Road
Fredericksburg, Texas 78624

Notes: Pole freight is separated out and the shipping at the bottom is for the Stargazers and drivers.




Terms: Net 30

HCDE Contract: #CP#20/035MJ-01 EXP 05/19/24

***All HCDE discounts have been applied**

Tax ID: #83-0840050

Duns: #081262647

	Unit Price	Qty	Extended
 StarGazer Flagpole Downlight, Revolving Truck LED Kelvin Temperature: 3000K (3K) (Standard) Truck style: External, Revolving (EHR) Truck Finish: Satin (Standard) Dome size: Medium (M) (Standard) Dome Finish: Gold (Standard) Low Voltage Cable Length: 60' (Standard) Notes: For the External halyard pole Can ship 1-3 days from order	860.00	x 1	860.00
 Marine Grade Power Supply Driver for Stargazer Surge Protection Device: Factory-Installed Surge Protection Device (+\$53.64) Notes: For all 3 poles	308.00	x 3	924.00
 StarGazer Flagpole Downlight, Revolving Truck LED Kelvin Temperature: 3000K (3K) (Standard) Truck Style: Internal Halyard, Revolving (IHR) Truck Finish: Satin (Standard) Dome Size: Medium (M) (Standard) Dome Finish: Gold (Standard) Low Voltage Cable Length: 60' (Standard) Notes: For the Internal halyard poles Can ship within 1-3 days from order	860.00	x 2	1,720.00
Subtotal \$			3,504.00
Shipping (UPS Ground)			139.00
Total \$			3,643.00

[Proceed To Checkout](#)

About this Quote/Questions?

All items in this packet are working drafts and contingent upon Commissioners Court approval.

- If you want to proceed with purchasing this quote, please simply click the checkout button above. If you want to make changes to your quote please reply to this email with the changes you'd like to make or Call [512-847-0010](tel:512-847-0010). This quote was created by **Desiree Cortez**

- **PRICING AND LEAD TIME IS SUBJECT TO CHANGE AT ANY TIME. PLEASE COMMUNICATE IN-HAND/NEED-BY DATE(S) PRIOR TO ORDER.**

- **Please inspect all shipments at time of delivery for missing/damaged items.** Damage claims must be communicated to Eagle Mountain w/in 3 days of receipt of merchandise. Subject to additional fees for undeliverable addresses as provided by customer.

- **Freight quotes are valid for 14 days.**

Freight quotes are based on the assumption that the freight company has free and clear access to offload materials; and any special delivery requirements have been communicated to Eagle Mountain from the customer at time of freight quote request. Should there be any changes to quantities, delivery destination or service level, additional charges may apply.

- **Custom flags are non-returnable items.**

- If you have any questions about your quote request please contact us at info@emflag.com or call us at [512-847-0010](tel:512-847-0010) during Mon-Thur: 9am-5pm; Fri: 9am-3pm CST .



MODEL SELECTION KEY

SG - IG - DRIVER

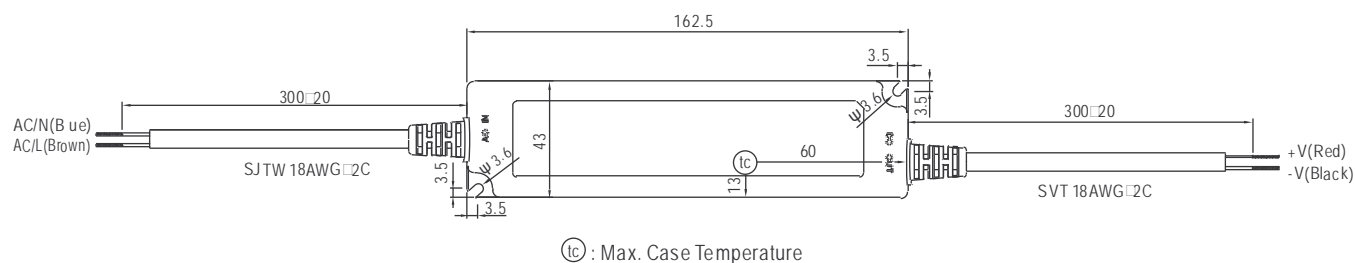
40W CONSTANT VOLTAGE + CONSTANT CURRENT LED DRIVER LPF-40-24

LPF-40-24 is a 40W AC/DC LED driver featuring the dual modes constant voltage and constant current output. LPF-40-24 operates from 90~305VAC. Thanks to high efficiency up to 90%, with the fanless design, this driver is able to operate for -40°C ~ +80°C case temperature under free air convection.

FEATURES

- Constant Voltage + Constant Current mode output
- Plastic housing with Class II design
- Built-in active PFC function
- Class 2 power unit
- Fully encapsulated with IP67 level
- Typical lifetime > 50000 hours
- Secured in a 9" x 9" x 5" burial enclosure box

MECHANICAL SPECIFICATION



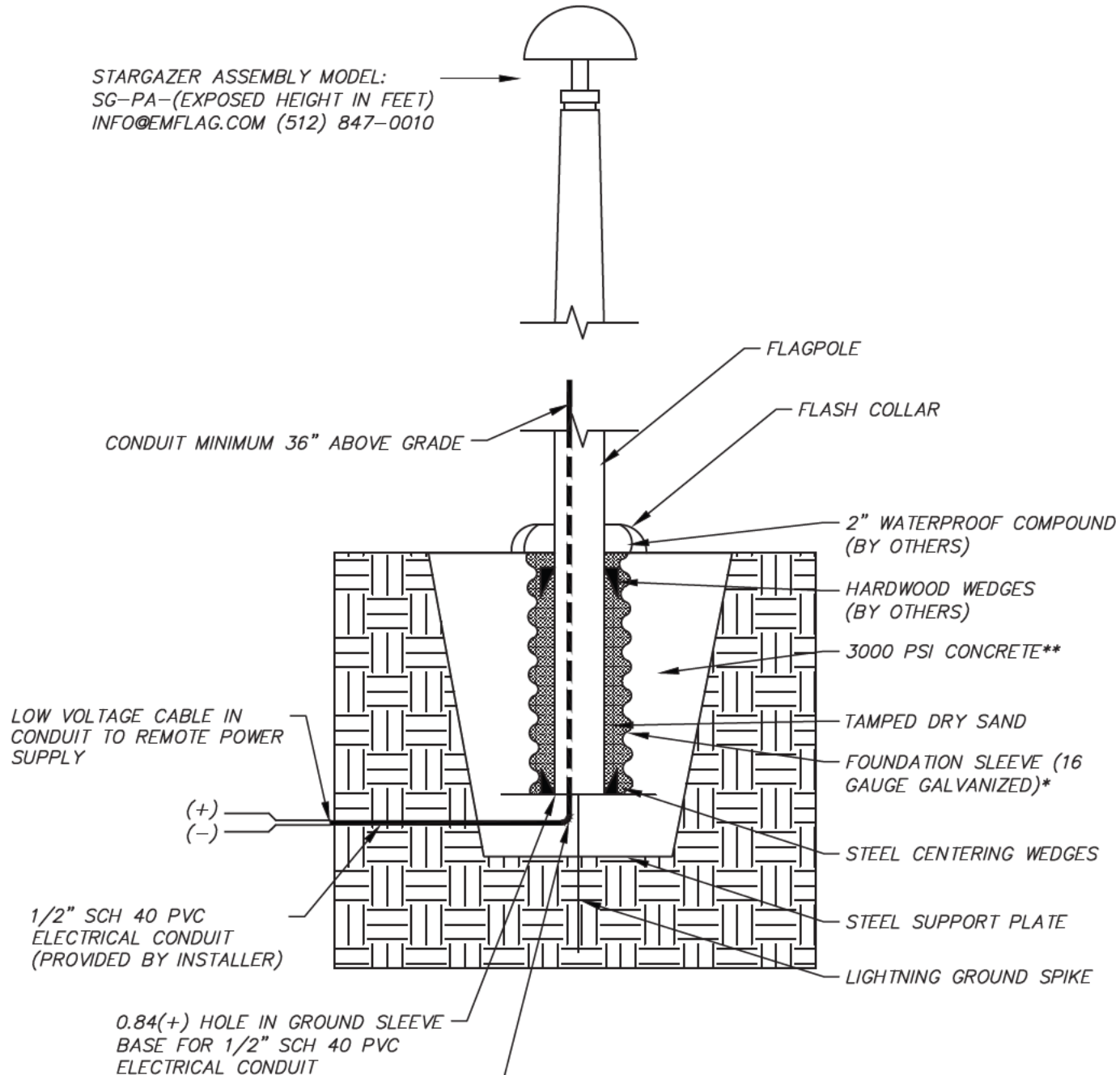
SPECIFICATIONS

OUTPUT 24VDC	SETUP, RISE TIME	Note.6	1000ms, 80ms / 115VAC	500ms, 80ms / 230VAC
	HOLD UP TIME (Typ.)		16ms/230VAC	16ms/115VAC
INPUT	VOLTAGE RANGE	Note.5	90 ~ 305VAC 127 ~ 431VDC (Please refer to "STATIC CHARACTERISTIC" section)	
	FREQUENCY RANGE		47 ~ 63Hz	
	POWER FACTOR		PF ≥ 0.97/115VAC, PF ≥ 0.95/230VAC, PF ≥ 0.92/277VAC@full load (Please refer to "POWER FACTOR (PF) CHARACTERISTIC" section)	
	TOTAL HARMONIC DISTORTION		THD< 20% (@load ≥ 60%/115VC, 230VAC; @load ≥ 75%/277VAC) (Please refer to "TOTAL HARMONIC DISTORTION(THD)" section)	
	EFFICIENCY (Typ.)		87%	
	AC CURRENT		0.6A / 115VAC	0.3A / 230VAC 0.25A/277VAC
	INRUSH CURRENT(Typ.)		COLD START 50A(twidth=210μs measured at 50% Ipeak) at 230VAC□Per NEMA 410	
	MAX. No. of PSUs on 16A CIRCUIT BREAKER		12 units (circuit breaker of type B) / 20 units (circuit breaker of type C) at 230VAC	
	LEAKAGE CURRENT		<0.75mA / 240VAC	
	PROTECTION	OVER CURRENT		95 ~ 108% Constant current limiting, recovers automatically after fault condition is removed
SHORT CIRCUIT			Hiccup mode, recovers automatically after fault condition is removed	
OVER VOLTAGE			28 ~ 35V Shut down and latch off o/p voltage, re-power on to recover	
OVER TEMPERATURE			Shut down o/p voltage, re-power on to recover	
ENVIRONMENT	WORKING TEMP.		Tcase=-40 ~ +80°C (Please refer to " OUTPUT LOAD vs TEMPERATURE" section)	
	MAX. CASE TEMP.		Tcase=+80°C	
	WORKING HUMIDITY		20 ~ 95% RH non-condensing	
	STORAGE TEMP., HUMIDITY		-40 ~ +80°C, 10 ~ 95% RH	
	TEMP. COEFFICIENT		□0.03%/°C (0 ~ 50°C)	
	VIBRATION		10 ~ 500Hz, 5G 12min./1cycle, period for 72min. each along X, Y, Z axes	
SAFETY & EMC	SAFETY STANDARDS	Note.8	UL8750, CSA C22.2 No. 250.0-08(except for 48V, 54V), ENEC EN61347-1, EN61347-2-13 independent, EN62384, IP67, J61347-1, J61347-2-13 approved ; design refer to UL60950-1, TUV EN60950-1	
	WITHSTAND VOLTAGE		I/P-O/P:3.75KVAC	
	ISOLATION RESISTANCE		I/P-O/P:100M Ohms / 500VDC / 25°C / 70% RH	
	EMC EMISSION	Note.8	Compliance to EN55015,EN61000-3-2 Class C (@load ≥ 60%) ; EN61000-3-3	
	EMC IMMUNITY		Compliance to EN61000-4-2,3,4,5,6,8,11; EN61547, light industry level (surge immunity Line-Line 2KV)	
OTHERS	MTBF		438.8Khrs min. MIL-HDBK-217F (25°C)	
	DIMENSION		162.5*43*32mm (L*W*H)	
	PACKING		0.44Kg; 32pcs/15.08Kg/0.93CUFT	

NOTE

1. All parameters NOT specially mentioned are measured at 230VAC input, rated current and 25°C of ambient temperature.
2. Please refer to "DRIVING METHODS OF LED MODULE".
3. Ripple & noise are measured at 20MHz of bandwidth by using a 12" twisted pair-wire terminated with a 0.1uf & 47uf parallel capacitor.
4. Tolerance: includes set up tolerance, line regulation and load regulation.
5. De-rating may be needed under low input voltages.
6. Length of set up time is measured at first cold start. Turning ON/OFF the driver may lead to increase of the set up time.
7. To fulfill requirements of the latest ErP regulation for lighting fixtures, this LED driver can only be used behind a switch without permanently connected to the mains.
8. This series meets the typical life expectancy of >50,000 hours of operation when Tcase, particularly to point (or TMP, per DLC), is about 75°C or less.
9. Please refer to the warranty statement on MEAN WELL's website at <http://www.meanwell.com>

STARGAZER FLAGPOLE ASSEMBLY GROUND SET/SLEEVE



NOTE:

*REFER TO SECTION 10 75 00

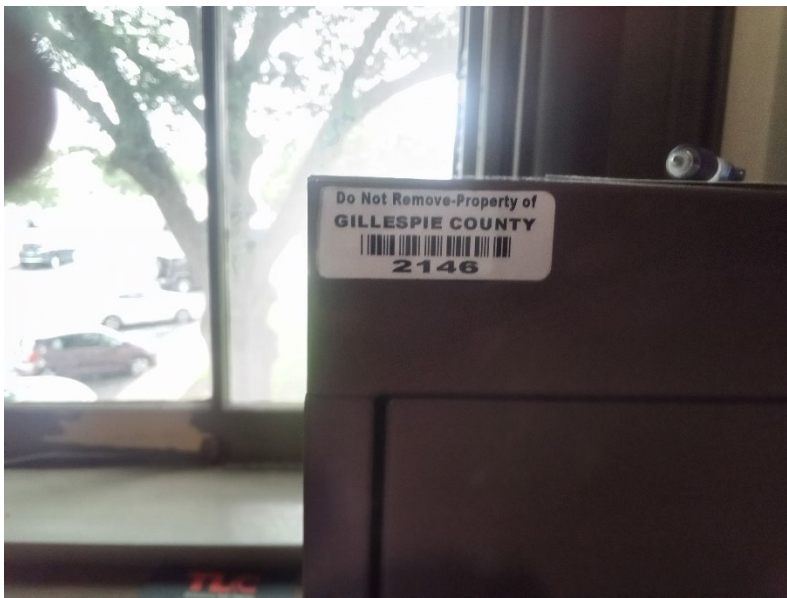
*REFER TO SECTION 05 30 00

All items in this packet are working drafts and contingent upon Commissioners Court approval.

Small desk/table. 27 inches tall, 18 inches deep and 36 inches wide.



Metal, 4 legal sized drawer filing cabinet. 52 inches tall, 26 ½ inches deep ad 18 inches wide.



All items in this packet are working drafts and contingent upon Commissioners Court approval.

Metal, 4 legal sized drawer filing cabinet. 52 inches tall, 26 ½ inches deep ad 18 inches wide.



All items in this packet are working drafts and contingent upon Commissioners Court approval.

MS-ISAC Single Organization Membership

Sustainable Cybersecurity Tailored for SLTTs

The Multi-State Information Sharing and Analysis Center* (MS-ISAC*) funding model ensures long-term support for the vital cybersecurity services your organization depends on, strengthening the U.S. State, Local, Tribal, and Territorial (SLTT) community nationwide.

A Trusted Partnership to Protect Your Community

With SLTTs on the front lines of defending the nation against pervasive cyber attacks, you need a partner you can trust. Powered by the 24x7x365 CIS Security Operations Center, the MS-ISAC delivers real-time threat intelligence and response to support SLTTs without round-the-clock security teams.

For SLTTs, by SLTTs

MS-ISAC membership means joining a collaborative defense network. You gain exclusive access to essential tools and information while contributing to the security of others. Whether you're a large agency or a small township, there's a membership tier tailored to your needs and budget.

Benefits Provided with MS-ISAC Membership

Threat Intelligence and Distribution

- SLTT Specific Threat Intelligence Analysis Products and Reporting
- MS-ISAC Threat Intelligence Platform STIX/TAXII and MISP Access
- Virtual Threat Intelligence Briefings (SLTT threat brief)

Member Collaboration and Engagement

- Exclusive access to a collaborative peer community
- 1:1 service consultations with CIS cybersecurity experts
- MS-ISAC Annual Membership Meeting
- Monthly membership calls
- Best practice webinars led by experienced peers and top experts
- SLTT mentorship program

*Member benefit currently funded by the federal government via the Cooperative Agreement.

Incident Response & Forensic Services

- MS-ISAC Incident Response & Forensic Services (as resources allow)

Security Operations Center (SOC)*

- 24x7x365 SOC Access
- SOC Alerts, Advisories, Weekly Malicious IP/Domain List
- Passive Threat Notification Service
 - Targeted Vulnerability Notifications
 - Initial Access Broker (IAB) Monitoring
 - Breached Credential Monitoring
 - IP and Domain Monitoring

Services and Programs*

- Malicious Domain Blocking and Reporting (MDBR)
- Annual cybersecurity self-assessment (NCSR)

MS-ISAC Annual Membership Pricing - Single Organization

Pricing tiers are based on total annual operating budget of the organization you intend to cover with your Single Organization Membership. All benefits of MS-ISAC membership are available to all members across all tiers.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Entity Annual Operating Budget	<\$25M	\$25M - \$100M	\$100M - \$250M	\$250M - \$1B	>\$1B
Current Pricing [†]	\$995	\$1,995	\$4,995	\$9,995	\$17,500
Pricing if No CA ^{††}	\$1,495	\$3,495	\$9,995	\$17,995	\$29,995

[†]Based on existing Cooperative Agreement funding levels, currently set to expire September 30, 2025.

^{††}Pricing if the current Cooperative Agreement funding is not renewed for FY 2026.

Optional, Cost-Effective Add-On Services

- Albert Network Monitoring and Management
 - Network intrusion detection system custom built for SLTTs
- Malicious Domain Blocking and Reporting Plus (MDBR+)
 - Protective DNS service with custom configurations and real-time reporting
- CIS Managed Detection and Response™ (CIS MDR™) (Formerly referred to as Endpoint Security Services (ESS))
 - Device-level protection for endpoint devices including workstations and servers
- Managed Security Services (MSS)
 - Round-the-clock expert security log monitoring
- Red Team Services
 - Vulnerability Scanning, Penetration Testing
- Virtual or In-Person Delivery of Customized Tabletop Exercise (TTX) - Coming Soon
- Virtual Threat Intelligence Briefings (Customized for Member) - Coming Soon
- Malicious Code Analysis Platform (MCAP) Access - Coming Soon



Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, New York 12061
United States

ORDER for Gillespie County
Order: SO-250703-0066659
Created Date: 7/3/2025
Valid Through: 10/31/2025
Prepared by: Lindsay Ackerman
Phone: (518) 640-3644

Order

Address Information

Bill To:

Gillespie County Elections
97 Frederick Rd.
Fredericksburg, Texas 78624
United States

Buying Contact: Roger Bunker

Buying Email: rbunker@gillespiecounty.org

Ship To:

Gillespie County Elections
102 E. San Antonio St.
Fredericksburg, Texas 78624
United States

Shipping Contact: Roger Bunker

Shipping Email: rbunker@gillespiecounty.org

Related Information

Currency: USD

Billing Frequency: One-Time

Service Lines

Service	Product Code	Description	Date	Qty	Term	List Price	Sales Price	NET
MS-ISAC Single Organization Membership Budget \$25M-\$100M	CIS-MSISAC-CA-SINGLEORG-TIER2-18	MS-ISAC Membership Single Organization Tier 2 Entity Annual Budget \$25M-\$100M	7/3/2025 - 1/2/2027	1	18 Mon	\$1,995.00	\$1,995.00	\$1,995.00

List Price Total: \$1,995.00

Sales Price Total: \$1,995.00

Net Amount: \$1,995.00

Balance Due Amount: \$1,995.00

Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

The fees are listed in USD and do not include any taxes (including but not limited to VAT or withholding taxes) or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of the Balance Due Amount. If Customer is located in a country with applicable VAT/Withholding taxes, Customer is required to declare and make the VAT/Withholding payment. Once Customer makes the required VAT/Withholding payment, a copy of the receipt will be provided to CIS for our records.

Your acceptance of this Order shall constitute your intent to proceed with the purchase of the product or service listed above.

Customer: Gillespie County

Signature

Name

Title

Date

All items in this packet are working drafts and contingent upon Commissioners Court approval.

All rights reserved. Copyright Center for Internet Security, Inc.



Order Form (#Q-104544) (Service Account Number: 310336)

Amendment - Gillespie County, TX

Account Rep	Ashlie Levine	Customer	Gillespie County, TX
Email	ashlie.levine@smarsh.com	Service Address	101 W Main St Rm 4 Fredericksburg, Texas 78624-3700
Company	Smarsh Inc.	Billing Contact	Roger Bunker
Prepared on	7-Jul-2025	Contact Phone	8303076181
Valid until	07-Aug-2025	Contact Email	rbunker@gillespiecounty.org
Start Date	Upon Execution Date	Technical Contact	Roger Bunker
Renewal Date	10-Jun-2026		
Billing Frequency	Annual		
Order Type	Amendment		

Services	Unit Price	Prorated Unit Price	Minimum Quantity	Prorated Minimum Commitment
Facebook - Professional Archive Capture	85	\$78.63	1	\$78.63
Instagram - Professional Archive Capture	85	\$78.63	-1	\$-78.63
Prorated Recurring Service Fee Subtotal				\$0.00
One-Time Fees Subtotal				\$0.00
Total				\$0.00

Notes

All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com

Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

TERM

The Term of the Services will begin on the Start Date set forth on the first page of this Order Form, or if no Start Date is stated, the execution date of this Order Form, and will continue for the Subscription Term specified on the first page of this Order Form. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services is subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") will be invoiced at the billing frequency set forth on the first page of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES – PROFESSIONAL ARCHIVE

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

Data Imports - One-time Fee (25 GB Minimum)	\$10.00/GB
Import Data Conversion Fee (25 GB Minimum)	\$3.00/GB
Data Storage – Annual	\$2.50/GB

Amendment to the Smarsh Service Agreement

This Amendment ("**Amendment**") amends the Smarsh Service Agreement located at <https://www.smarsh.com/legal/ServiceAgreement> between Smarsh Inc. ("Smarsh") and Gillespie County, TX Client") ("Agreement"). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

WHEREAS, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

- 1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.

- 2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:

6.3. Renewals & Non-Renewal – Limited Term. The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a "Renewal Term") upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.

- 3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

7.7 Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

- 4) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:

8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement ("Agents"); or (iii) pursuant to a public records request under those laws applicable to the Client and only to the extent that such confidential information is not subject to an exemption from such public record request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

- 5) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:

11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend and indemnify Smarsh, its officers, directors, employees, and agents,

from and against all third party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section ; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

6) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:

13.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict/choice of law principles.

7) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:

13.11. Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

8) The following language is added to the Agreement as Section 14 – SLED Additional Terms.

14.1 Insurance. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.

9) Except as otherwise set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. This Amendment, together with the Agreement is the entire agreement between the parties, and supersedes all prior agreements between them, whether written or oral in nature



Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

☐ No

☐ Yes – Please complete below

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By _____ Name: _____

Date: _____ Title: _____

Airport Operators' Liability Insurance Proposal

Gillespie County



Jim Brundage, CIC, CSR

Cristy Urquidi, CISR

Date Prepared: June 23, 2025





Coalition Insurance Solutions, Inc.
TX License No. 2205589
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

CYBER POLICY RENEWAL APPLICATION

NOTICE: THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED, AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENT OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES. FURTHERMORE, AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

IF A POLICY IS ISSUED, THIS APPLICATION WILL ATTACH TO AND BECOME PART OF THE POLICY. THEREFORE, IT IS IMPORTANT THAT ALL QUESTIONS ARE ANSWERED TRUTHFULLY AND ACCURATELY.

General Information

Named Insured	Gillespie County
Website Domain(s)	gillespiecounty.org
<i>Please list all website addresses including web and email domains</i>	
Address	101 West Main Street Fredericksburg, TX 78624
Industry	State Level Government - Local Government (County Government)
Number of Employees	251-1000
Revenue (expected over the next 12 months)	\$35,000,000.00
Gross Profit / Net Revenue (expected over the next 12 months)	N/A

Attestation Questions	
1. Does Gillespie County implement encryption on laptop computers, desktop computers, and other portable media devices?	Yes
2. Does Gillespie County collect, process, store, transmit, or have access to any Payment Card Information (PCI), Personally Identifiable Information (PII), or Protected Health Information (PHI) other than employees of Gillespie County?	Yes
2a. (If yes) What is the estimated annual volume of payment card transactions (credit cards, debit cards, etc.)?	No records
2b. (If yes) How many PII or PHI records does Gillespie County collect, process, store, transmit, or have access to?	500,000 - 1,000,000
3. Does Gillespie County maintain at least weekly backups of all sensitive or otherwise critical data and all critical business systems offline or on a separate network?	Yes
4. For which of the following services does Gillespie County enforce Multi-Factor Authentication (MFA)?	



Coalition Insurance Solutions, Inc.
TX License No. 2205589
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

a. Email	Yes
b. Virtual Private Network (VPN), Remote Desktop Protocol (RDP), RDWeb, RD Gateway, and other remote access	Yes
c. Network / cloud administration and other privileged user accounts	On administrative accounts and all cloud services where supported
5. Does Gillespie County require a secondary means of communication to validate the authenticity of funds transfers (ACH, wire, etc.) requests before processing a request in excess of \$25,000?	Yes
6. Within the last 3 years has Gillespie County been subject to any complaints concerning the content of its website, advertising materials, social media, or other publications?	No
7. Does Gillespie County enforce procedures to remove content (including third party content) that may infringe or violate any intellectual property or privacy right?	Yes



Coalition Insurance Solutions, Inc.
TX License No. 2205589
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE APPLICANT DECLARES (1) THIS APPLICATION FORM HAS BEEN COMPLETED AFTER REASONABLE INQUIRY, (2) THE STATEMENTS SET FORTH HEREIN ARE TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE, AND (3) THAT THESE DECLARATIONS ARE A MATERIAL INDUCEMENT TO THE UNDERWRITER TO PROVIDE A PROPOSAL FOR INSURANCE. THE UNDERSIGNED AUTHORIZED REPRESENTATIVE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE UNDERWRITER OF SUCH CHANGES, AND THE UNDERWRITER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SHOULD THERE BE A MATERIAL MISSTATEMENT OR MISREPRESENTATION BY THE APPLICANT IN THIS APPLICATION FORM OR IN ANY OTHER MATERIALS FURNISHED TO THE INSURER AS PART OF THE UNDERWRITING PROCESS, THE INSURER SPECIFICALLY AND GENERALLY RESERVES ITS RIGHTS TO DISCLAIM ANY CLAIM OR INCIDENT THAT WAS BASED UPON, ARISES OUT OF, OR IS ANY WAY RELATING TO THAT MATERIAL MISSTATEMENT OR MISREPRESENTATION. ADDITIONALLY, THE INSURER RESERVES THE RIGHT TO RESCIND THE POLICY IN ACCORDANCE WITH THE LAWS OF ANY APPLICABLE JURISDICTION.

NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.



Coalition Insurance Solutions, Inc.
TX License No. 2205589
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

Signature

Date

Print Name of Authorized Representative

Title

Email

NOTICE TO APPLICANTS

NOTICE TO ARIZONA APPLICANTS: For your protection Arizona law requires the following statement to appear on this form. "Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: For your protection California law requires the following to appear on this form: "Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO KANSAS APPLICANTS: A person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto is guilty of fraud.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW HAMPSHIRE APPLICANTS: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act and may subject such person to criminal and civil penalties.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Coalition Insurance Solutions, Inc.
TX License No. 2205589
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

NOTICE TO RHODE ISLAND AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VERMONT APPLICANTS: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.



POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

- ☒ I hereby **elect** to purchase the federal terrorism insurance coverage for 0.1% of the premium
- ☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

_____ Applicant/Named Insured Signature	_____ Date
_____ Print Name	_____ Name of Insurer

Arch Specialty Insurance Company;
Allianz Underwriters Insurance Company;
Ascot Specialty Insurance Company;
Aspen Specialty Insurance Company;
Fortegra Specialty Insurance Company

TEXAS ASSOCIATION *of* COUNTIES

Wellness Incentive Options



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Gillespie County

June 2025

All items in this packet are working drafts and contingent upon Commissioners Court approval.

Option 1 - Raffle Large denomination gift cards

Complete Activities Between 10/1/2025 – 7/31/2026	Reward for Completion (provided on or after 1/1/2027)
1) Annual Physical or Well-woman Exam , with age and gender appropriate screenings as determined by physician. Submit signed Annual physical verification form to HR office or self-report date of annual physical in WebMD in case the doctor's coding does not specify annual physical.	One entry/raffle ticket to win one of 8 x \$200 gift cards*
2) Dental Cleaning/Exam – Get a preventive dental cleaning or exam at a dental office. Submit signed dental verification form to HR office or self-report date of dental exam in WebMD in case the dentist's coding does not specify cleaning.	One additional entry/raffle ticket to win one of 8 x \$200 gift cards*

*or 6 x \$250 gift cards, or graduated amounts from \$100-\$500

~~All items in this packet are working drafts and contingent upon Commissioners Court approval.~~



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Option 2 - PTO

Complete Activities Between 10/1/2025 – 7/31/2026	Reward for Completion (provided on or after 1/1/2027)
1) Annual Physical or Well-woman Exam , with age and gender appropriate screenings as determined by physician. Submit signed Annual physical verification form to HR office or self-report date of annual physical in WebMD in case the doctor's coding does not specify annual physical.	Receive 4 hrs PTO (or ½ Wellness day)
2) Dental Cleaning/Exam – Get a preventive dental cleaning or exam at a dental office. Submit signed dental verification form to HR office or self-report date of dental exam in WebMD in case the dentist's coding does not specify cleaning.	Receive 4 hrs PTO (or additional ½ Wellness day)

Option 3 - Choice PTO or Raffle Large Denomination Gift cards

Complete Activities Between 10/1/2025 – 7/31/2026	Reward for Completion (provided on or after 1/1/2027)
1) Annual Physical or Well-woman Exam , with age and gender appropriate screenings as determined by physician. Submit signed Annual physical verification form to HR office or self-report date of annual physical in WebMD in case the doctor's coding does not specify annual physical.	Choice of 4 hrs. PTO or one entry/raffle ticket to win one of 8 x \$200 gift cards*
2) Dental Cleaning/Exam – Get a preventive dental cleaning or exam at a dental office. Submit signed dental verification form to HR office or self-report date of dental exam in WebMD in case the dentist's coding does not specify cleaning.	Choice of additional 4 hrs PTO or one additional entry/raffle ticket to win one of 8 x \$200 gift cards*

Option 4 - Choice PTO or Raffle Large Denomination Gift cards and Fitness

Complete Activities Between 10/1/2025 – 7/31/2026	Reward for Completion (provided on or after 1/1/2027)
1) Annual Physical or Well-woman Exam , with age and gender appropriate screenings as determined by physician. Submit signed Annual physical verification form to HR office or self-report date of annual physical in WebMD in case the doctor's coding does not specify annual physical.	Choice of 4 hrs. PTO or one entry/raffle ticket to win one of 8 x \$200 gift cards*
2) Dental Cleaning/Exam – Get a preventive dental cleaning or exam at a dental office. Submit signed dental verification form to HR office or self-report date of dental exam in WebMD in case the dentist's coding does not specify cleaning.	Choice of additional 4 hrs PTO or one additional entry/raffle ticket to win one of 8 x \$200 gift cards*
3) Complete 2 of 4 fitness challenges using Healthy County/WebMD One wellness platform and free wearable fitness devices supplied by TAC Healthy County.	One entry/raffle ticket to win one of 8 x \$200 gift cards*

All items in this packet are working drafts and contingent upon Commissioners Court approval.



Option 5 - PTO for Exams, and Raffle Gift Cards for Fitness

Complete Activities Between 10/1/2025 – 7/31/2026	Reward for Completion (provided on or after 1/1/2027)
1) Annual Physical or Well-woman Exam, and or Dental Exam , with age and gender appropriate screenings as determined by physician. Submit signed Annual physical verification form to HR office or self-report date of annual physical in WebMD in case the doctor's coding does not specify annual physical.	8 hrs. PTO or one "Wellness Day" or "Mental health day"
2) Complete 2 of 4 fitness challenges using Healthy County/WebMD One wellness platform and free wearable fitness devices supplied by TAC Healthy County.	One entry/raffle ticket to win one of 8 x \$200 gift cards*

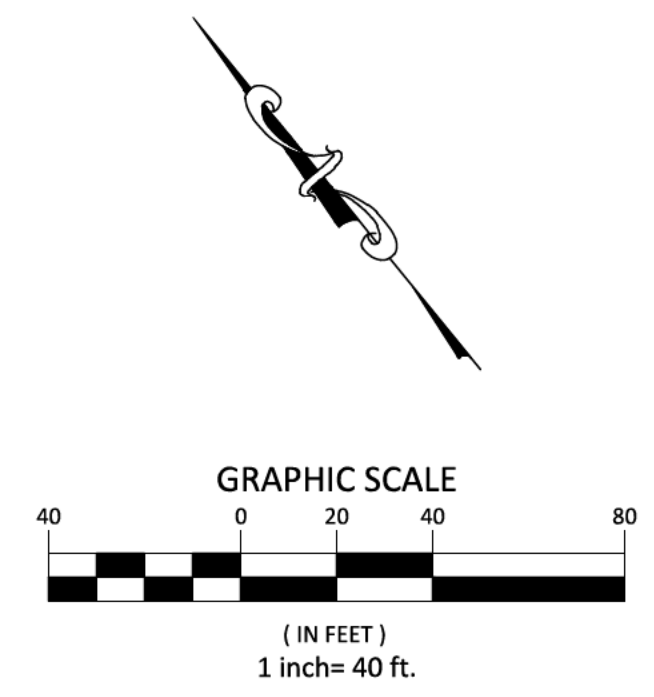
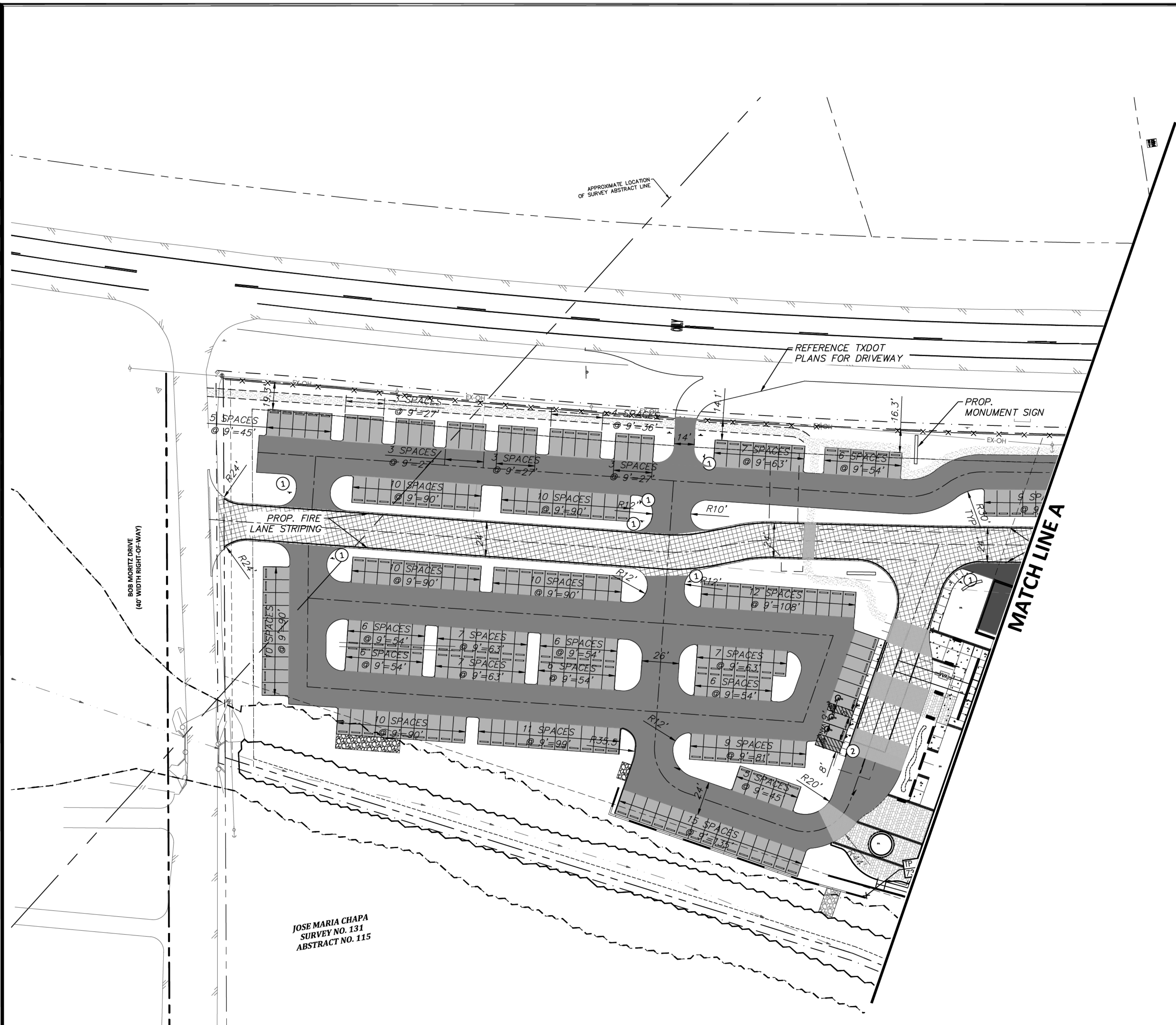
All items in this packet are working drafts and contingent upon Commissioners Court approval.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

FULL PATH: P:\080500\08050002\Civil\04\Prop Sheet\Phase 1\PAVE-F-001

FILENAME: PAVE-F-001.dwg
PLOTTER: Twp-01a-1100
PLOT DATE: 2/25/2025
PLOT TIME: 10:00 AM
PLOT BY: JMW
PLOT SCALE: 1"=40'



PAVING LEGEND

	LOADING AREA PROPOSED 7" 3500 PSI PORTLAND CEMENT CONCRETE W/ #3 BARS @ 18" O.C.W. ON 6" MOISTURE CONDITIONED SUBGRADE
	DRIVEWAY PROPOSED 6" 3500 PSI PORTLAND CEMENT CONCRETE W/ #3 BARS @ 18" O.C.W. ON 6" MOISTURE CONDITIONED SUBGRADE
	FIRE LANE PROPOSED 6" 3500 PSI PORTLAND CEMENT CONCRETE W/ #3 BARS @ 18" O.C.W. ON 6" MOISTURE CONDITIONED SUBGRADE
	PARKING AREA PROPOSED 5" 3500 PSI PORTLAND CEMENT CONCRETE W/ #3 BARS @ 18" O.C.W. ON 6" MOISTURE CONDITIONED SUBGRADE
	4" DECOMPOSED GRANITE (REF. LANDSCAPE DETAILS)
	PROPOSED PAVERS W/ 4" CEMENT CONCRETE UNDER. (REF. LANDSCAPE DETAILS)
	SIDEWALK PROPOSED 4" 3500 PSI PORTLAND CEMENT CONCRETE (REF. LANDSCAPE DETAILS)
1	STOP SIGN
2	ADA PARKING SIGN (NOT LABELED IN PLAN; SHALL BE PROVIDED FOR EVERY ADA PARKING SPACE AS SHOWN IN DETAILS)

REVISIONS		
NO.	DATE	DESCRIPTION

UTILITY RELOCATION NOTE:
IF ANY EXISTING UTILITY POLES, POWER POLES, GUY WIRES, TELEPHONE UTILITIES, ETC. ARE FOUND TO BE IN CONFLICT WITH THESE CONSTRUCTION PLANS, THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY AND COORDINATE THE RELOCATION OF ANY/OR ALL SUCH UTILITIES (NO SPECIAL PAY). FRANCHISE UTILITIES NEED TO BE CLEARED BEFORE PRECON.

CRITICAL:
LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON PUBLIC RECORDS. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

WARNING TO CONTRACTOR:
CALL 1-800-344-8377 (DIG-TESS) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. DUNAWAY ASSOC., L.P. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

CONTRACTOR ADVISORY:
THE CONTRACTOR, AND HIS AGENTS (SUB-CONTRACTOR, ENGINEER, SURVEYOR, ETC.) ARE COMPLETELY RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE DIMENSION CONTROL FURNISHED HEREIN. THE OWNER, AND HIS AGENTS, ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE COORDINATES FURNISHED. THE CONTRACTOR IS REQUIRED TO VERIFY ALL OF THE COORDINATES FOR ACCURACY AND CONFIRM THE LOCATIONS OF ALL UTILITIES TO BE CONSTRUCTED, BOTH HORIZONTALLY AND VERTICALLY. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE REPORTED IN WRITING, TO THE OWNER IMMEDIATELY FOR RECONCILIATION.

UTILITY NOTE:
THE UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE IS ANY CONFLICT WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED. THE FOLLOWING PHONE NUMBERS ARE PROVIDED FOR CONVENIENCE. CONSIDERATION OF OTHER UTILITIES MAY BE REQUIRED.

FREDERICKSBURG WATER DEPT	(830) 997-7521
FREDERICKSBURG STREET DEPT	(817) 997-7521
TEXAS 811 (LOCATING SERVICE)	811
CHARTER COMMUNICATIONS (TV CABLE)	(888) 438-2427
MCI (OWNER OF WESTERN UNION LINES)	(800) 624-9675
AT&T	(817) 338-6202
VERIZON	(800) 483-1000
AT&T ENERGY	(800) 817-8090
ONCOR ELECTRIC DELIVERY	(888) 215-6688
SPRINT	(800) 521-0579

PROJECT BENCHMARKS:

BM #201
COTTON SPINDLE IN PP
N: 10072074.00
E: 2751535.61
PUBLISHED ELEVATION=1738.11'

BM #202
COTTON SPINDLE IN PP
N: 10070917.16
E: 2752643.20
PUBLISHED ELEVATION=1746.59'

ISSUED FOR CONSTRUCTION
2/26/2025

BRYAN E. SHERRIEB
92723
LICENSED PROFESSIONAL ENGINEER
PROJECT ENGINEER
2/25/2025
DATE

THE CITY OF
Fredericksburg, Texas

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

THE MEUSE - PHASE 1			
PAVING SHEET AREA 1			
DESIGNED: AM	DRAWN: JMW	PROJECT NO: 8502.005	SHEET: 31 OF 49
CHECKED: BES	DATE: 12/4/2024		

4502

Vista Solutions Group, LP
 9020 N Capital Of Texas Hwy Bldg.1 Suite 210
 Austin, TX 78759 US
 512.986.7650
 bstorrar@vistasg.com
 www.vistasg.com

Invoice

Vista^{SG}

BILL TO

Gillespie County Elections Office
 Jim Riley
 P.O. Box 351
 Fredericksburg, TX 78624

SHIP TO

Gillespie County Elections Office
 Jim Riley
 P.O. Box 351
 Fredericksburg, TX 78624

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
12214	06/27/2025	\$4,455.52	07/27/2025	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	dms3_Annual Support	dms3* Consolidated Licenses and Premium Services maintenance and support payment (*includes Audit Tool, ABBM Tool and AutoTEAM Sync license) for the period of 06/23/2025-06/22/2026	1	2,855.90	2,855.90
	dms3_Backup Annual Subscription	Backup Protection annual maintenance and support payment for the period of 06/23/2025-06/22/2026	1	799.81	799.81
	dms3_Annual Support	DPS Sweep annual maintenance and support payment for the period of 06/23/2025-06/22/2026	1	799.81	799.81
		*Invoice includes 2% CPI increase			

~~CONTINGENCY FOR
 FUND 4502
 CURRENTLY
 839
 Transfer from Package~~

All items in this packet are working drafts and contingent upon Commissioners Court approval.

Please remit payment promptly:

BALANCE DUE

\$4,455.52

To Pay Online: <https://payments.vistasg.com/>

****please note there is a 3.5% processing fee. VistaSG does not profit from this fee.**

For Checks:

Vista Solutions Group, LP

9020 N. Capital of Texas Hwy. Bldg. 1 Suite 210

Austin, TX 78759-7279

For ACH payments please use the following information:

Vista Solutions Group, LP

Bank Name: PNC

Routing Number: 071921891

Account Number: 4940933781

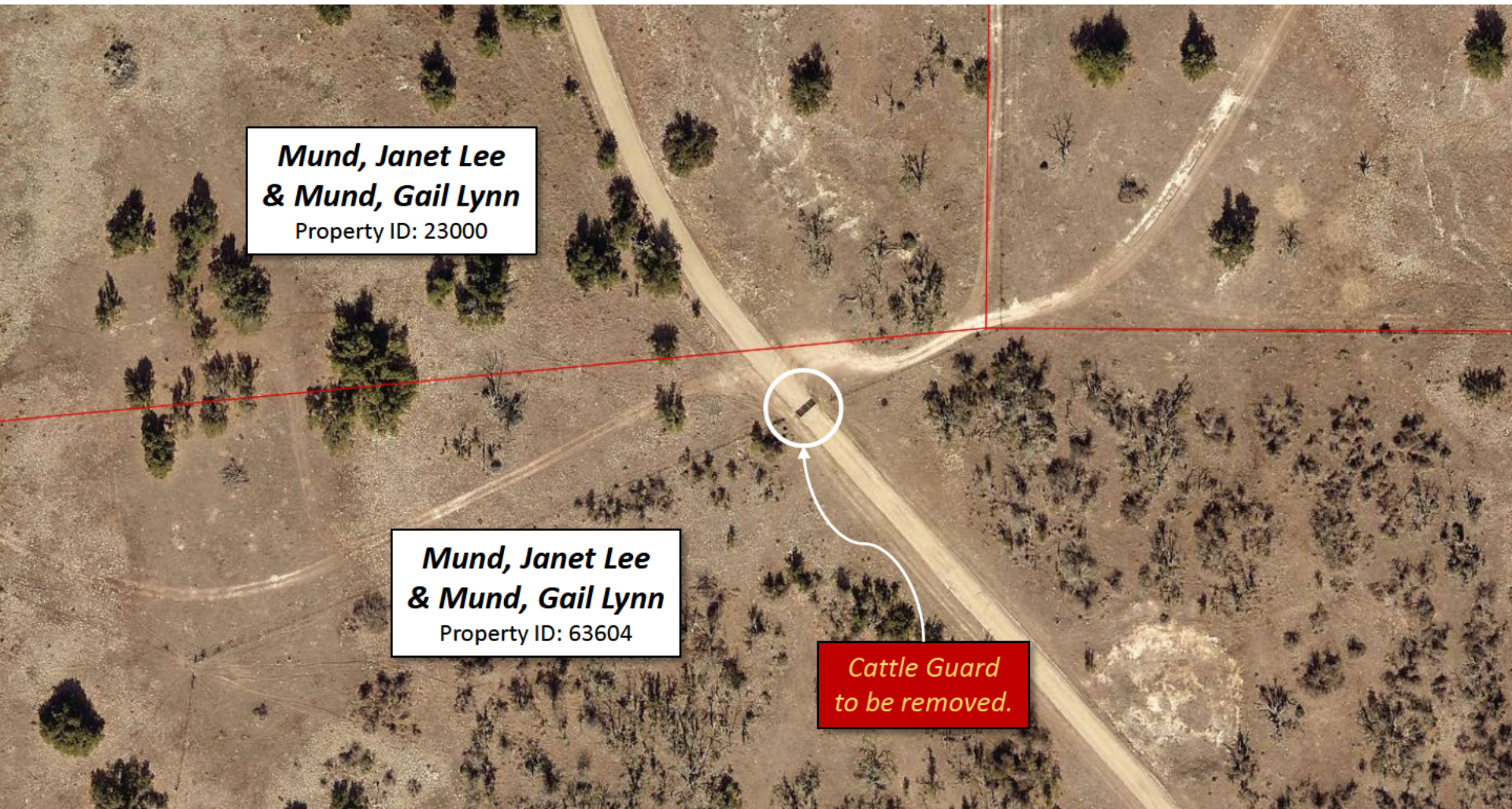
Should you have any questions, please feel free to contact me at 512.986.7650 x 331.

We appreciate your business!

Blythe Dougherty

Vista Solutions Group

Cattle Guard removal, 4500-4600 section of Doss-Spring Creek Road
Adjacent Properties: 1) Janet Lee and Gail Lynn Mund & 2) Janet Lee and Gail Lynn Mund



**Mund, Janet Lee
& Mund, Gail Lynn**
Property ID: 23000

**Mund, Janet Lee
& Mund, Gail Lynn**
Property ID: 63604

**Cattle Guard
to be removed.**

All items in this packet are working drafts and contingent upon Commissioners Court approval

**NOTE: property lines are approximate
based upon information from Gillespie CAD.**

Cattle Guard removal, 7100 - 7200 section of Doss-Spring Creek Road

Adjacent Properties: 1) Sidney Crenwelge ETAL, 2) Isreal Perez & Xochiti Tomas,
3) Brian & Holly Varnell ETAL, & 4) Samuel & Jan Boyd

**Crenwelge, Sidney
E ETAL**

Property ID: 4039

**Perez, Israel Tomas
& Tomas, Xochiti**

Property ID: 188346

**Varnell, Brian Glenn
& Holly Ann ETAL**

Property ID: 108456

**Boyd, Samuel Lee
& Jan J**

Property ID: 103135

**Cattle Guard
to be removed.**

All items in this packet are working drafts and contingent upon Commissioners Court approval

**NOTE: property lines are approximate
based upon information from Gillespie CAD.**



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



SFY 2025 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shayes@tsl.texas.gov.

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program for accredited public libraries to help libraries meet the learning and information needs of their communities by providing Texans access to shared library resources that may not be available locally.

The Interlibrary Loan Lending Reimbursement Program, a non-competitive grant, helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing, including costs for staff time, postage, courier subscriptions, and shipping material.

TSLAC will calculate reimbursements based on the number of lends made by the eligible and participating library between August 1, 2024 – July 31, 2025, or the average number of annual lends made by the library from FY 2021, FY 2022, and FY 2023, whichever is larger. The reimbursement payments must be applied to costs associated with resource sharing costs *expended during FY 2025*. **Please discuss this program with your legal entity's accounting office so they are aware this program involves federal funds and, if approved, to expect the payment by August 31, 2025.**

Award Information

The reimbursements are subawards (or pass-through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-256843-OLS-24

Federal Award Date: April 18, 2024

Assistance Listing Number/Title: 45.310 State Library Program

An estimated budget of \$500,000 is expected to be available for the FY 2025 program.

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the SHAREit ILL system between **August 1, 2024 – July 31, 2025**, or the average number of lends made during the three years (August 1 – July 31) prior to migrating from Navigator to SHAREit.

Participants must maintain financial records and supporting documents relating to this program and award (shipping receipts, staff time documentation, courier, and cataloging invoices, etc.) for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027, is submitted by TSLAC. The deadline for the current 5-year plan report is January 29, 2029, so participants will need to maintain their records through January 29, 2032.

Eligibility Information

Accredited Texas public libraries, through their governing authority (city, county, board, or district), who are live on SHAREit and lending through that system are eligible to apply for a reimbursement payment through this program.

All items in this packet are working drafts and contingent upon Commissioners Court approval.

SFY 2025 ILL LENDING REIMBURSEMENT PROGRAM

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas SHAREit libraries during the eligible lending period.

Libraries must have lent items to other Texas public libraries using Auto-Graphics' SHAREit system in FY 2025 to be eligible for reimbursement. ILL system vendors will provide lending statistics to TSLAC for calculating reimbursement.

Before applying, applicant organizations must have a current and active federal Unique Entity ID (UEI). The federal government uses a unique identifier for each entity (company, non-profit, organization, etc.) that does business with the federal government. For more than two decades, Dun & Bradstreet's Data Universal Numbering System (DUNS) served as the unique entity ID. On April 4, 2022, the federal government completed the transition to a new UEI issued within the System for Award Management (SAM). The DUNS number is no longer an accepted UEI.

If you are currently registered in SAM.gov, you've already been assigned a SAM Unique Entity ID. It's viewable on your entity registration record in SAM.gov. If you have never registered at SAM.gov or have never applied for a grant with TSLAC or other state or federal agency, you will need to initiate the process of obtaining a SAM UEI at SAM.gov.

To get started registering your entity, to renew your registration, or for more information, visit [SAM.gov](https://sam.gov) or refer to the [Quick Start Guide for Getting a Unique Entity ID](#), published by the U.S. General Services Administration (GSA).

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number (TIN) on file with TSLAC. More information on TIN is available on the Texas Comptroller of Public Accounts' webpage here: <https://fm.xcpa.texas.gov/fmx/training/wbt/tins/0102.php>

TSLAC's grants accountant will reach out to participating state agencies/universities for additional information to facilitate reimbursement.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC uses an online grant management system or GMS that enables applicants to apply for grants electronically through a web portal at <https://grants.tsl.texas.gov>. Applications and required documents must be submitted in GMS by the due dates to be eligible for consideration. To submit your application online, you must have an active GMS account. To create or activate an account, please have your library director submit a completed GMS Import Template (<https://www.tsl.texas.gov/ldn/grants/forms-tools>) to shayes@tsl.texas.gov. The e-mail should reference "GMS Access" in the subject line. TSLAC staff will review the request and grant appropriate access.

If there are accessibility issues or concerns, participants may request paper copies of certain materials from Sara Hayes, ILL Coordinator, via e-mail at shayes@tsl.texas.gov.

Application Components:

1. Opt into the program through the GMS portal and print out the system generated Participation Signature form from the portal.

All items in this packet are working drafts and contingent upon Commissioners Court approval.

2. Complete and submit the signed Participation Signature form* in the GMS portal by June 30, 2025.
*Signed by appropriate Legal Entity (City, County, Library Board, University)
3. Complete and submit a signed Performance Certification form* in the GMS between July 11-25, 2025, after receiving notification of the library's award amount from TSLAC by July 11.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit it to TSLAC by December 31, 2025.
The form will be distributed in November/December 2025.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2025 ILL Lending Reimbursement Program."

Forms submitted after stated deadlines will not be considered.

Submit forms:

Through TSLAC's GMS portal at grants.tsl.texas.gov.

Program Timeline

- May 8, 2025:** Access opens to opt into the FY 2025 ILL Lending Reimbursement Program in the Grant Management System (GMS) portal.
- June 30, 2025:** Deadline to submit a signed Application Signature form in the GMS portal, signed by authorized legal entity signatory.
- July 11, 2025:** TSLAC will notify libraries of total eligible lends and award amounts and begin accepting Performance Certification forms through the GMS portal.
- July 25, 2025:** Deadline to submit completed Performance Certification form in GMS, signed by Library Director.
- August 2025:** Award letters sent out and reimbursement payments dispersed to legal entities (cities, counties, universities).

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:
 1. Texas Grant Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>).
- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)
- C. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- D. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin, including taking reasonable steps to ensure that limited English Proficient (LEP) persons have meaningful access to the applicant's programs; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1689), which prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq), 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 the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- E. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by

subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- F. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- G. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through January 29, 2032. In addition, Subrecipients that operate as state agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

- H. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records, and requirements for disposition of equipment and supplies.
- I. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.
- J. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- K. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2025, to TSLAC no later than **December 31, 2025, or other deadline as specified by TSLAC.**
- L. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- M. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

II. GRANT CERTIFICATIONS

- A. For any agreement exceeding \$100,000, the Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall

complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

- B. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.
- C. The subrecipient will comply with drug-free workplace requirements in Subpart B of 2 C.F.R. part 3186, which adopts the Governmentwide implementation (2 C.F.R. part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.
- D. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- E. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Governments)

III. ENFORCEMENT

- a. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 - ii. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - iii. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 - iv. Withhold further awards for the program; or
 - v. Take other remedies that may be legally available.
- b. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- c. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after notice of termination of an award are not allowable unless TSLAC expressly authorized the cost in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after notice of termination that are necessary, and not reasonably avoidable, are allowable if:

- i. The costs result from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- d. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See TxGMS, Appendix 6, Debarment and Suspension) and state law.

Grant Program

ILL Lending Reimbursement 2025

Legal Entity

Gillespie County

101 W Main Unit #9 Fredericksburg TX 78624

Application Number

904291

Employer Identification Number**Name**

Pioneer Memorial Library

115 W Main St Fredericksburg TX 78624

Federal Unique Entity ID**Library Director**

Erika Caputo

Assistance Listing:

45.310 State Library Program

Contact

Megan Evans

Federal Award Number

LS-256843-OLS-24

Email

mevans@gillespiecounty.org

Phone Number

☒ The library and legal entity agree to the Texas State Library and Archives Commission's ILL Lending Reimbursement 2025 guidelines and LSTA Terms & Conditions and understand funds may be dispersed after the end of FY 2025. Name, Title, and Signature of an individual authorized to enter into contact on behalf of your library's legal entity (County Judge, Mayor, City Manager, Library Board President, Provost, etc.)

Name:

DANIEL JONES

Title:

COUNTY JUDGE

Signature:



Date:

7.7.2025



April 17, 2025
Revised May 7, 2025

Gillespie County
Attn: Judge Daniel Jones
101 W. Main Street, Unit #9
Fredericksburg, Texas 78624

via: djones@gillespiecounty.org

Re: Architectural Feasibility Services
Amendment 01 – Courthouse and Pioneer Memorial Library R1

Dear Judge Jones,

We understand you would like us to provide an Amendment to our current feasibility study proposal to include additional structures. This agreement letter outlines our basic project understanding, the scope of services we would propose to provide, and the fee associated with those services.

SCOPE OF SERVICES:

All services provided under the original Feasibility agreement attached, executed on March 3, 2025, will be provided for the current scope of work and will apply to the added structures listed below. Mustard Architects will assist the County in assessing the current physical condition, the mechanical, plumbing, and electrical infrastructure, data and security infrastructure, and space allowances of the following buildings.

1. Annex #2, consisting of three buildings.
 - a. The old Clinic Building, intended to remain
 - b. The Historic Central Hotel Building, intended to remain
 - c. And the infill building in between, which is anticipated to be demolished
2. LEB south of the current Courthouse building
3. Annex #1
4. **County Courthouse (added under Amendment 01)**
5. **Pioneer Memorial Library (added under Amendment 01)**

This study intends to assess the improvements or renovation needs of the two added County buildings listed above to provide long-term facility use by the County.

The proposed scope of services is outlined below, and a description of the scope of services and methods to be applied to each study task is provided in the original agreement attached.

Task 1. Department Inventory

Task 2. Documentation of Structures

Building plans have been provided by Barry Wagner Architect.

Mustard Architects will assess the provided plans against current conditions and update as required.

Task 3. Building Condition Assessment

Task 4. Strategic Recommendations & Utilization Analysis

Task 5. Preparation & Presentation of Final Report

Task 6. Cost Analysis, to be performed at a later date by others

CONSULTANTS:

The following consultants will be retained by, and under the direction of Mustard Architects. Any additional consultants deemed necessary shall be added as a reimbursable expense or this contract will be amended.

All items in this packet are working drafts and contingent upon Commissioners Court approval.



- MEP engineering: Keener Engineering, Fredericksburg
- Civil and Structural Engineering: Hill Country Structural
- Building Documentation: Alamo As-Builts
- Environmental Report: Astex Environmental Services
- Cost Estimating: Construction (TBD)

COMPENSATION:

We will perform the work described on an hourly basis at the rates listed below. The fees and expenses including the fees of any sub-consultants required will be invoiced on a monthly basis with hourly backup provided. All work performed by consultants under the direction of Mustard Architects will have a 10% mark-up.

Client shall initial services approved below.

Design Services for Architectural:				Client Int.
Feasibility Study (<i>Currently Approved</i>)		\$	99,000	
Architectural Services Reimbursables (<i>Currently Approved</i>)		\$	3,000	
Amendment 01 Services				
Courthouse Feasibility Study (<i>Estimate</i>)	New	\$	14,400	
Pioneer Memorial Library Feasibility Study (<i>Estimate</i>)	New	\$	10,250	
Building Documentation if needed (<i>Estimate</i>)	New	\$	5,200	
Architectural Services Reimbursables (<i>Estimate</i>)	New	\$	1,000	
Amendment Services Total		\$	30,850	
Overall Proposed Total Services			132,850	

(The table above was edited to remove the environmental services fee)

ADDITIONAL SERVICES:

Additional services are services that may be needed by the client or requested by the city, but which are not included in the basic scope of services described above. Additional services will be provided under a separate fee proposal only with the prior approval of the client. Consultant's additional service work under the direction of Mustard Design will be billed at cost plus ten percent.

- Unforeseen changes by either the client or local jurisdictional agencies
- Revisions to the plans required as a result of unforeseen field conditions.
- Changes to the documents, plans or specifications after construction documents are issued
- Revisions required by local jurisdictional agencies during plan review
- Changes and additions to the scope of work as describe in the scope of services
- Platting and topographic survey
- Value engineering services, review, and design document updates.
- Graphics and signage design or documents
- Review or coordination of record drawings and/or as built documents produced by the Contractor
- Presentation or marketing renderings: presentation renderings can be provided at a flat fee of \$3,500.00 per rendering
- Review of Contract for Construction

Hourly service and approved additional services shall be performed as required on an hourly basis at the following rates:

HOURLY RATES:

All items in this packet are working drafts and contingent upon Commissioners Court approval.



Architectural Principal	\$200/hour	Architect 1	\$120/hour
Associate Principal	\$180/hour	Project Coordinator	\$100/hour
Senior Architect	\$140/hour	Administrative	\$ 80/hour

Consultant Hourly Rate Sheets can be provided upon request

REIMBURSABLES

Expenses shall be reimbursed at cost plus 10% and are not included in the fee for professional services:

- Copies and printing for all drawings, specifications, reports and reproduction of drawings, renderings and other documents furnished or prepared in connection with the work of this contract.
- Travel associated with the project including mileage in excess of 5 miles one way, meals, and overnight accommodations. Mileage will be reimbursed at the current allowed IRS rate without a 10% surcharge
- Postage and shipping expenses other than first class mail
- Models, special equipment, maps and special printed documents and reports.
- Special renderings or promotional photography
- Consultants or third-party providers other than listed included consultants. Added consultants under Mustard Design's contract will be billed at cost plus ten percent.
- Fees associated with regulatory City, RAS and TDLR Accessibility Plan Review, and other third-party reviews and inspections required by local and state jurisdictional agencies

ASSUMPTIONS AND EXCLUSIONS:

- The Architect shall rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner's representative(s), including pricing, schedule, or other information provided by the Owner's Construction Manager, Contractor, or similar advisor during all phases of the project.
- The Owner agrees to limit our liability due to negligent acts, errors or omissions, such that the total aggregate liability of the Architect shall not exceed the lesser of \$50,000, or the Architect's total fee for services rendered on this project.
- Invoices shall be due within 30 days from the date of the invoice. All invoices that remain unpaid after 60 days will be assessed a service charge of 1.5% compounded monthly.

We are excited to continue to serve you and our County facilities. Please do not hesitate to call if you have any questions or require additional information. If this letter of agreement is acceptable to you, please indicate your acceptance by signing below and return a copy to my office.

Sincerely,

Whitney Koch, AIA, NCARB
Principal
Texas Registered Architect #24419

ACKNOWLEDGED AND APPROVED:

Signature

Date

Name/Title

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.

**INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. HHSREV100003637**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”) and Gillespie County (“**LOCAL GOVERNMENT**”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“**TxEVER**”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

I. CONTRACT REPRESENTATIVES

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

<u>DSHS</u>	<u>Local Government</u>
Department of State Health Services	Name: Gillespie County
Attn: Contract Management Section	Attn: County Clerk
1100 W 49 th Street, MC-1990	Address: 101 W Main St. Mail Unit 13 Courthouse Room 109
Austin, TX 78776-2679756	City, State, and Zip: Fredericksburg, TX 78624-3700
Contact Person: Gretchen Wells	Contact Person: Lindsey Brown
Telephone: (512) 776-2679	Telephone: 830-997-6515
Gretchen.wells@dshs.texas.gov	E-Mail: lbrown@gillespiecounty.org
Agency Number: 537	Agency Number: N/A

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in **ATTACHMENT C, STATEMENT OF WORK**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2030**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months,

in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

IV. AMENDMENT

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

V. FEES AND PAYMENT FOR SERVICES

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in **ATTACHMENT C, STATEMENT OF WORK.**

VI. NOTICE REQUIREMENTS

- A.** All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B.** Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

**Health and Human Services Commission
Attn: Office of the Chief Counsel
4601 W Guadalupe St. MC-1100
Austin, Texas 78751**

with copy to

**Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, MC-1919
Austin, TX 78756**

- C.** DSHS shall send legal notices to Local Government at the address below:

**Lindsey Brown
County Clerk
Gillespie County
101 W Main St. Mail Unit 13 Courthouse Room 109
Fredericksburg, TX 78624-3700**

- D.** Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail

DSHS Contract No. HHSREV100003637

Page 2 of 7

- shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- E. Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.
 - F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

1. **ATTACHMENT A: HHS DATA USE AGREEMENT.**
2. **ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.3);** and
3. **ATTACHMENT C: STATEMENT OF WORK.**

VIII. MISCELLANEOUS TERMS AND CONDITIONS

- A. **Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. **Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. **Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. **Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local

DSHS Contract No. HHSREV100003637

Page 3 of 7

Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.

E. Record Maintenance and Retention

1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of the Contract and all state and federal rules, regulations, and statutes.
2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

F. Dispute Resolution. To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

G. Entire Agreement. The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

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

I. INDEMNIFICATION

1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND,**

DSHS Contract No. HHSREV100003637

Page 4 of 7

INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND THE HEALTH AND HUMAN SERVICES COMMISSION (“HHSC”), 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 LOCAL GOVERNMENT 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.

- 2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.**
- 3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.**

J. No Waiver of Sovereign Immunity. Nothing in the Contract shall be construed as a waiver of DSHS’s, HHSC’s, or the state of Texas’ sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under the doctrines of sovereign and official immunity.

K. Severability. If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.

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

M. Termination

1. **Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.
2. **Cause Resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, if a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause Resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

IX. CERTIFICATIONS

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party.
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract.
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR DSHS CONTRACT NO. HHSREV100003637

DEPARTMENT OF STATE HEALTH SERVICES

LOCAL GOVERNMENT

Signature

Signature

Manda Hall, MD

Printed Name

Printed Name

Associate Commissioner for Community Health
Improvement
Title

Title

Date

Date

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

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

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

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

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

HHS Data Use Agreement

TACCHO VERSION (Local City and County Entities) October 23, 2019

Page 2 of 15

a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528.*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202.*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

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

6.03 HHS Right to Inspection

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

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

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

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

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

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

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

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

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

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

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

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

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT B

HEALTH AND HUMAN SERVICES CONTRACT AFFIRMATIONS

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

37. Abortion Funding Limitation

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

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

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

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

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor 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 Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

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

54. False Statements

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

55. Permits and License

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

56. Equal Employment Opportunity

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

57. Federal Occupational Safety and Health Law

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

58. Signature Authority

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

Signature Page Follows

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

Legal Name of Contractor

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

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Date Signed

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

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

ATTACHMENT C STATEMENT OF WORK

I. Responsibilities of the Parties

- A. Local Government shall use the Texas Electronic Registration Remote System (“TxEVER”) to search DSHS databases, locate data, and issue Certifications of Birth (“Birth Certificates”) only to authorized individuals or entities requesting such data. The Birth Certificates shall be provided to authorized individuals or entities in a format formally approved by DSHS. Local Government shall implement appropriate measures to ensure its use of TxEVER is not abused or misused by its personnel.
- B. DSHS will allow Local Government to access TxEVER during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, except national holidays as identified in *Tex. Gov’t Code* Section 662.003(a). In the event of an emergency or computer application error, DSHS may temporarily suspend TxEVER access without advance notice.
- C. Local Government shall acquire and retain at its own expense, the necessary data processing equipment, communications, hardware or software, and paper products in accordance with the requirements set out in *Tex. Admin. Code* Title 25, Section 181.28 and as specified by DSHS. If necessary, DSHS will provide technical assistance to Local Government to enable Local Government’s computer equipment to connect to TxEVER.
- D. Local Government acknowledges that TxEVER records may not be located, or contain errors resulting from, the following unintentional occurrences:
 - 1. Key-entry errors in spelling;
 - 2. Failure on the part of DSHS to update a file for an amendment or paternity determination; or
 - 3. The event year does not exist in TxEVER.
- E. Local Government shall provide DSHS with monthly written notification of errors or suspected errors discovered by Local Government in TxEVER.
- F. Local Government shall use TxEVER in conformance with *Tex. Health and Safety Code* Chapters 191, 192, and 195, as well as *Tex. Admin. Code* Title 25, Part 1, Chapter 181, and in the format formally approved by DSHS.
- G. Local Government shall comply with *Tex. Health and Safety Code* Section 191.071, which states:

Sec. 191.071. CRIMINAL BACKGROUND CHECK REQUIRED.

 - (a) A person may not access vital records maintained by the department under this chapter and may not access the department's vital records electronic registration system unless the department, or another person acting on behalf of the department, has conducted a fingerprint-based criminal background check, using state and federal databases, on the person in accordance with department policy and the person's record is satisfactory as determined under department policy.
 - (b) The department may adopt a policy waiving the requirement of a fingerprint-based background check for a person who previously submitted to a fingerprint-based background check as a condition of licensure by a state agency.

ATTACHMENT C STATEMENT OF WORK

II. Fees, Invoicing, and Payment

- A. **Fees.** Local Government shall pay DSHS **\$1.83** for each birth certificate issued to Local Government from TxEVER. Local Government agrees to charge the same base search fee for a birth certificate as DSHS charges to Local Government. Additional fees may only be charged as authorized by *Tex. Health and Safety Code* Chapter 191 and *Tex. Admin. Code* Title 25, Part 1, Chapter 181.

DSHS acknowledges that Local Government's payment obligations to DSHS are payable only from funds appropriated for the then current Local Government's fiscal year and available for the purpose of the Contract. Local Government shall provide DSHS with prompt notice of failure of Local Government to receive adequate appropriations or otherwise sufficient revenue to satisfy its obligations under the Contract.

- B. **Invoicing.** DSHS will send itemized invoices to Local Government on the 1st of every month for all birth certificates provided to Local Government by DSHS in the prior month. Invoicing will be sent through the U.S. Postal Service to Local Government at:

Name: Lindsey Brown
County Clerk
Office address: Gillespie County
101 W Main St. Mail Unit 13 Courthouse Room 109
Fredericksburg, TX 78624-3700

Local Government shall direct any invoicing inquiries to DSHS either by phone at 512-776-2953 or email to yssbusinessservices@dshs.texas.gov.

- C. **Payment.** Local Government shall remit payment in full to DSHS within thirty (30) calendar days of its receipt of a DSHS invoice. Payment shall be remitted via mail or electronic fund transfer. Payment by Local Government shall be considered complete on the date payment is received by DSHS.

Local Government shall send payments to DSHS at:

Texas Department of State Health Services Cash Receipts Branch
MC-2096
P.O. Box 149347
Austin, TX 78714-9347

or

JPMorgan Chase
Bank Acct # 0135371118
Bank Rt # 021409169
TIN # 320113643

Instruction on How to Complete the SPI

The Department of State Health Services is requesting cities and counties that have the need to access the state's Vital Event Electronic Registration System complete the Security and Privacy Initial Inquiry (SPI) form. The SPI form is something that is required in order to execute the contract. This is a broad form that is used by the states IT Division for all IT connected contracts. Because it is broad, many of the questions on the form do not pertain to the Vital Statistics contracts, which may be adding to some confusion.

It has come to our attention that many of you are having difficulty completing the form and may be doing unnecessary work you feel is required. In an effort to relieve some of the confusion, below are steps you can follow that should make completing the SPI form easier.

SECTION A: APPLICANT/BIDER INFORMATION

1. Answer "Yes." You will answer yes because your city/county will be accessing the system.
2. This will be information for your city/county
3. You will only include the number of employees that access the system, not the total number of city/county employees
4. This is asking if your city/county pays a subcontractor to access the system for you and then provide you with the information. Because there are no Subcontractors, the answer should be "0."
5. The Security Official and the Privacy Official is typically the person that oversees your IT. For those cities/counties that outsource this service you can fill in the city/county clerk as the contact person for both.
6. Mark both HIPAA and PII
7. A. Number of computers that will be used to access the system (i.e., if you have three employees that access the system from their desktops, then you would answer 3)
B. For those computers noted in question "A" you will need to indicate how many servers the computers are linked to.
C. Data from the system should not be stored in the cloud, answer "0" – If it is, provide the number of cloud services.
D. Data from the system should not be stored, if it is, provide the number of data centers the information is stored on. Answer should be "0." Ensure when you answer zero to this, that it is accurate
8. Answer "a"
9. Should be "yes" on both A & B. Ensure when you answer yes to B, that it is accurate.
10. Because there are no subcontractors, answer "no" to both A & B
11. Answer should be "yes."

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT

Cities and counties should have policies and procedures in place that dictate how employees can/cannot handle confidential information. If you are not aware of these, contact your IT department. The answers should be "Yes" to all questions in this section.

You DO NOT have to submit any Action Plans for Compliance if you answer “Yes.” For any “No” responses, an Action Plan for Compliance is required.

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT

Many of the questions in Section C do not apply to the Vital Statistics contract so they would be answered not applicable if that choice were available. Per the Health and Human Services, Information Technology Security Office, applicants can answer “Yes” to the questions in Section C when the answer is not applicable.

FAQ’s

Along with questions regarding the SPI form we have also been asked the following questions numerous times:

1. **“Will I have to complete this form again next year?”** The answer is no, you will not have to complete this form again next year. This contract will be in place for five years for this contract and when it is time to renew, applicable forms will be required at that time.

In addition, there has been some concern voiced from cities/counties that we have spoken to about answering “yes” to all of these questions. So to ease some of the concern we wanted to make sure all understand that the Data Use Agreement (DUA) that each city/county must sign and return with the contract will cover the security areas discussed in this Section.

Again, if you have any questions or concerns regarding either the contract or the DUA/SPI form, please do not hesitate to contact me for assistance.

13283

HILL COUNTRY FORENSIC LLC

2334 Rockridge Ln, Bldg 1
Georgetown, TX 78626
(512) 296-2222
office@hillcountryforensics.com



62961

SERVICES INVOICE

Date: 07/03/2025

Invoice Number: 335

Pay To: Hill Country Forensics LLC

Justice of the Peace: Judge JD Hickman

Requesting Organization: Gillespie County Precinct 1

Requesting Organization address: 125 West Main St., Fredericksburg, TX 78624, County Gillespie

Case Num	Decedent Name	Exam Date	Service Types	Total Amount
REDACTED		05/07/2025	Autopsy	\$3200.00
		05/28/2025	Autopsy	\$3200.00
	Total Services Invoiced: 2			
	Services Grand Total: \$6400.00			

10.685.4704

x J.D. Hickman 7-3-25
J.D. Hickman
authority to pay

RECEIVED

JUL 07 2025

Gillespie County Auditor

All items in this packet are working drafts and contingent upon Commissioners Court approval.

HILL COUNTRY FORENSIC LLC

2334 Rockride Ln, Bldg 1
Georgetown, TX 78626
(512) 296-2222
office@hillcountryforensics.com



Reg # 62936

SERVICES INVOICE

Date: 07/03/2025

Invoice Number: 343

Pay To: Hill Country Forensics LLC

Justice of the Peace: Judge Richard Priess

Requesting Organization: Gillespie County Precinct 3

Requesting Organization address: 125 West Main Street, Fredericksburg, Texas 78624, County Gillespie

Case Num	Decedent Name	Exam Date	Service Types	Total Amount
REDACTED	REDACTED	05/19/2025	Autopsy	\$3200.00
		06/16/2025	Autopsy	\$3200.00
		06/20/2025	Autopsy	\$3200.00
	Total Services Invoiced:		3	
	Services Grand Total:		\$9600.00	

10.685.4704

OK to pay.
Richard P. Priess SP3
7/3/2025

RECEIVED
JUL 03 2025
Gillespie County Auditor