



NOVEMBER 2, 2021

3:00 P.M.

CITY COUNCIL

WORKSHOP AGENDA





**NOTICE OF WORKSHOP OF THE CITY COUNCIL OF
THE CITY OF HARKER HEIGHTS, TEXAS**

The City Of Harker Heights
305 Miller's Crossing
Harker Heights, Texas 76548
Phone 254/953-5600
Fax 254/953-5614

Notice is hereby given that, beginning at 3:00 p.m. on Tuesday, November 2, 2021, and continuing from day to day thereafter if necessary, the City Council of the City of Harker Heights, Texas, will hold a workshop in the Kitty Young Council Chamber at 305 Miller's Crossing, Harker Heights, Texas 76548. The subjects to be discussed are listed in the following agenda:

WORKSHOP AGENDA

I. Roll Call:

Mayor
Spencer H. Smith

II. Presentations by Citizens:

Mayor Protem
Jennifer McCann

Citizens who desire to address the Council on any matter may do so during this item. Please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda. Please state your name and address for the record and limit your comments to three minutes.

City Council
Michael Blomquist
Jackeline Soriano Fountain
Lynda Nash
Sam Halabi

III. Mayoral Proclamations and Presentations:

1. Proclamation declaring November 1 – 5, 2021, as “Municipal Court Week”.
2. Proclamation declaring November 5, 2021, as “Texas Arbor Day”.

IV. Discussion Items:

1. Receive and discuss an update regarding Commanche Gap Park. (Parks and Recreation Director)
2. Receive and discuss a presentation on an Interlocal Agreement to coordinate, develop, administer, implement, and fund a Regional Habitat Conservation Plan for Bell and Coryell Counties. (City Manager)

V. Adjournment:

I hereby certify that the above notice of workshop meeting was posted on the bulletin board of City Hall, City of Harker Heights, Texas, a place readily accessible to the general public at all times, on the 29th day of October 2021, by 2:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Julie Helsham
City Secretary

“This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at 254-953-5600, or FAX 254-953-5614, or email jhelsham@harkerheights.gov for further information.”

“Pursuant to Chapter 551 of the Government Code the City Council reserves the right to go into Closed Meeting on any item listed above if deemed necessary.”

Proclamation

Municipal Court Week



Whereas, the Municipal Court of Harker Heights, a time honored and vital part of the City of Harker Heights, has existed since 1960; and

Whereas more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined, and public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court; and

Whereas, Municipal Judges and Court personnel continually strive to improve the administration of justice and have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

Whereas, it is most appropriate that we recognize the accomplishments of the 950 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior.

Now therefore, I, Spencer H. Smith, Mayor of the City of Harker Heights, do hereby proclaim the week of November 1st through November 5th, 2021, as Municipal Court Week, and further extend appreciation to all Harker Heights Municipal Court personnel for the vital services they perform and their exemplary dedication to our community.

In Witness Whereof, I have signed this proclamation and have affixed the Seal of the City of Harker Heights, Texas, this 2nd day of November, 2021.

Spencer H. Smith, Mayor
City of Harker Heights, Texas



PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed a tree planting holiday to be called “Arbor Day” to the Nebraska State Board of Agriculture which is now observed throughout the nation and world; and

Whereas, in 1889, the citizens of Temple, Texas authored an Arbor Day Resolution, which the Texas Legislature passed into law to encourage the planting of trees in the state; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas, are not only a renewable resource, but also beautify our community, increase property values, and are a source of joy and spiritual renewal;

Whereas, the City of Harker Heights has been a Tree City USA member since 2011 and earlier this year received our 10 years accreditation as such; and

Now Therefore, I, Spencer H. Smith, Mayor of the City of Harker Heights do hereby proclaim, November 5, 2021, to be

“Texas Arbor Day”

in the City of Harker Heights and urge all citizens celebrate Texas Arbor Day by planting a tree to promote the well-being of this and future generations.

In Witness Whereof, I have set my hand and affixed the Seal of the City of Harker Heights, Texas, this 2nd day of November 2021.

Spencer H. Smith, Mayor
City of Harker Heights, Texas



CITY COUNCIL MEMORANDUM

AGENDA ITEM #IV-1

FROM: THE OFFICE OF THE CITY MANAGER

DATE: NOVEMBER 2, 2021

RECEIVE AND DISCUSS AN UPDATE REGARDING COMANCHE GAP PARK.

EXPLANATION:

This workshop will be utilized to discuss the history of the Comanche Gap Park project, an overview of the site and plans, a potential partnership between the City and Bell County Museum, and costs associated with the project.

ATTACHMENTS:

None



CITY COUNCIL MEMORANDUM

AGENDA ITEM #IV-2

FROM: THE OFFICE OF THE CITY MANAGER

DATE: NOVEMBER 2, 2021

RECEIVE AND DISCUSS A PRESENTATION ON AN INTERLOCAL AGREEMENT TO COORDINATE, DEVELOP, ADMINISTER, IMPLEMENT, AND FUND A REGIONAL HABITAT CONSERVATION PLAN FOR BELL AND CORYELL COUNTIES.

EXPLANATION:

The purpose of the Habitat Conservation Plan is to develop and facilitate a regional joint effort in the support of developing a Karst Coalition. There are currently (12) entities involved – Bell County, Coryell County, Clearwater Underground Water Conservation District (UWCD), Middle Trinity Groundwater Conservation District, Brazos River Authority, and the cities of Gatesville, Copperas Cove, Killeen, Belton, Temple, Salado, and Harker Heights.

The parties intend to request and receive a grant from the U.S. Fish and Wildlife Service in order to fund certain regional habitat conservation planning efforts. There will be a local match of no less than 25 percent.

Bell County has agreed to take the lead. Each party will have a designated representative having an equal vote.

ATTACHMENTS:

1. RFP for “Regional Habitat Conservation Plan”
2. Interlocal Agreement to Develop Regional Habitat Conservation Plan
3. Tentative timeline



BELL COUNTY
AUDITOR OFFICE
101 E. CENTRAL AVENUE
BELTON, TEXAS 76513

REQUEST FOR PROPOSALS

“REGIONAL HABITAT CONSERVATION PLAN”

COVERING

BELL AND CORYELL COUNTIES

PROPOSAL NUMBER: RFP 18 - 22

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
2:00 P.M. CST on November 9, 2021

I.

RFP SUBMISSION

- A. **DEADLINE:** Proposals must be received in the Bell County Auditor's Office on or before **2:00 P.M. CST on November 9, 2021**. All Respondents submitting a proposal by the due date and time will have their names read aloud directly following the proposal deadline in the Bell County Judges Conference Room (2nd Floor) in the Bell County Courthouse, 101 East Central Avenue, Belton, Texas 76513.
- B. In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, proposals will be received and opened the following business day at the designated time and place stated herein. For example, if proposals are due on Wednesday at 2:00 p.m. and the County is closed on Wednesday for bad weather or an unforeseen event, the proposals will be accepted until Thursday, 2:00 p.m.
- C. **METHODS:** Only sealed proposals may be hand delivered or mailed to:
- Bell County Auditor's Office (located on the 3rd Floor of Bell County Courthouse)*
Attn: Ammy James
101 East Central Avenue
Belton, Texas 76513
- D. **LOCATION DIRECTIONS:** Please review **Appendix I** for a map and directions to the Bell County Courthouse.

- E. **FAX/EMAIL:** Facsimile and electronic mail submissions are not acceptable.

II.

RFP REQUIREMENTS

- A. **SUBMITTAL:** Two (2) electronic copies (via CD or jump drive), one (1) unbound original proposal and four (4) bound copies should be submitted. The proposals should be marked “original” or “copy”. Electronic copies should be in MS Word or pdf, unencrypted, and non-password protected format. A “complete proposal” consists of all the required proposal documents with appendices filled out and signed. **All copies must have the same attachments as the original.**

Respondents are responsible for checking the County’s electronic procurement solutions website (IonWave Technologies) regularly for any changes to the proposal documents, such as addenda, clarifications and questions located at <https://bellcountytexas.ionwave.net/Login.aspx>. The County can only guarantee the accuracy and completeness of information on IonWave Technologies’ website. **If another agency or construction data website references this project, please also refer to IonWave Technologies’ website mentioned above to verify completeness of the data.**

- B. **SEALED PROPOSALS:** All proposals must be returned in a sealed envelope addressed to the Commissioners Court of Bell County with the Respondent’s name, address, RFP number with RFP name, closing date and time clearly marked on the outside. **If an overnight delivery service is used,** the Respondent’s name, address, RFP number with RFP name, closing date and time should be clearly marked on the outside of the delivery service envelope.
- C. **REFERENCES:** Bell County may require Respondent to supply a list of at least three (3) references where like services have been supplied by their company. Include name of firm, address, telephone number and name of representative (**See Appendix G**).
- D. **DEBARMENT CERTIFICATION:** All participants are required to sign a certification or acknowledgement stating that the Respondent is free from suspension or debarment pursuant to federal regulation 45CFR76. (**See Appendix D**) ***This form must be signed and submitted with your Proposal.***
- E. **LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.
- F. **FORMS:** All proposals will be submitted on the forms provided in this RFP packet. Changes to the RFP packet made by Respondents may disqualify their proposal. Proposals cannot be altered or amended after submission deadline.
- G. **LATE PROPOSAL:** Proposals received after submission deadline will be filed unopened as they are considered void and unacceptable. Bell County is not responsible for lateness of mail, courier service, etc.
- H. **RESPONSIBILITY:** It is expected that a prospective Respondent will be able to affirmatively demonstrate Respondent’s responsibility. A prospective Respondent should be able to meet the following requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
 2. be able to comply with the required or proposed delivery schedule;
 3. have a satisfactory record of performance; and
 4. qualified and eligible to receive an award.

Bell County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

- I. **WITHDRAWAL OF PROPOSAL:** A Respondent may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to the RFP contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of ninety (90) days after the RFP closing date.

III.

AWARD OF AGREEMENT

- A. **FORTY-FIVE DAYS:** The RFP award(s) are anticipated to be made within forty-five (45) days after the RFP closing date. The Commissioners Court may reject or award an RFP on a per item or service basis. Results may be obtained by contacting the purchasing contact, Ammy James at (254) 933-5112.
- B. **AWARD OR REJECTION:** All proposals may be awarded or rejected in total or in part at the sole discretion of the Commissioners Court. The Commissioners Court may waive any informality or irregularity. Proposals may be awarded or rejected in any combination the Commissioners Court selects as the lowest and best proposal(s) for the County, taking into consideration direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after the sale.
- C. **AGREEMENT:** This Proposal, when properly accepted by Bell County, shall constitute an agreement equally binding between the successful Respondent and Bell County. The successful Respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.
- D. **AGREEMENT ADMINISTRATION:** After the award of the RFP a Project Manager will be designated and shall be the agreement administrator and Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with agreement requirements, such as but not limited to, acceptance, inspection, and delivery. The agreement administrator/ODR will serve as liaison between Bell County Commissioner's Court, Stakeholders, and the successful Respondent.
- E. **AGREEMENT PERIOD(S):** The proposed agreement term shall be from January 1, 2022 through December 31, 2024 and may be extended for such time as necessary to complete the task set forth herein, in additional one-year periods if so agreed to by awarded Respondent and approved by Commissioners Court. If the County or awarded Respondent should decline any renewal period or after the exhaustion of the entire agreement term, the County may request up to an additional sixty (60) days past any agreement term to advertise and award a new RFP for such items or services without any pricing adjustments. A specific agreement term, and extension or renewal terms, will be set out in final awarded contract.
- F. **AGREEMENT PRICE AND TERM RENEWALS:** Pricing shall remain firm during the initial term of the agreement. If the agreement is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of agreement renewal, price increases will be considered by the Commissioners Court only because of a cost increase in manufacturing to the Contractor.

Any price increase shall be passed onto the County at par without any additional profit, markup or overhead. Any price increase shall be requested by the awarded Contractor, in writing, and

accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days of any renewal term. If the awarded Contractor fails to give timely notice, prices may not be increased. The aggregate unit price increase shall be limited to ten (10) percent for any agreement period extension. The awarded Contractor may offer price decreases of any type at any time.

If during any term of this agreement, the awarded Contractor should enter into any agreement with another county within Texas for commodities or services with similar scope of work with rates more favorable than those granted to Bell County, the Contractor agrees to modify this agreement to include such more favorable rates. It is recommended that the Contractor provide any rate reduction or discount voluntarily.

Any request in price change with supporting documentation shall be sent to the following address only:

**Bell County Auditor's Office
Attn: Ammy James
101 East Central Avenue
Belton, TX 76513**

On the outside of the envelope please write **"Price Change Notification RFP 18-22"**

IV.

PROPOSAL CONTACTS

- A. RFP QUESTIONS OR REQUEST FOR CLARIFICATIONS:** Any questions or requests for clarification must be submitted to the Bell County Auditor's Office, in writing, to ammy.james@bellcounty.texas.gov and tina.adams@bellcounty.texas.gov prior to **2:00 P.M. CST on October 19, 2021**. Please indicate **"RFP 18-22 Questions"** in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known Respondents who have expressed interest in this proposal. Unauthorized contact regarding this RFP with any Bell County employees or Respondents may result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely only on written statements only.

PURCHASING CONTACTS:

Ammy James
Assistant Auditor/Purchasing
(254) 933-5746
ammy.james@bellcounty.texas.gov

Tina Adams
Purchasing Coordinator
(254) 933-5746
tina.adams@bellcounty.texas.gov

- B. RFP PROTEST:** Any Respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the named contacts above within ten (10) business days after RFP award. The formal written protest must identify the name of the Respondent contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation.

V.

TERMS AND CONDITIONS

- A. **FOB DESTINATION:** All of the items purchased, or services rendered are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the RFP. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
- B. **FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. No price adjustment or penalty shall be charged by the Contractor for variances to the estimated amounts needed.
- C. **ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the proposal form is only an estimate as the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.
- D. **FUNDING:** Funds for payment have been provided through the Bell County budget approved by Commissioners Court for the current fiscal year.
- E. **SALES TAX:** Bell County is by statute, exempt from the State Sales Tax and Federal Excise Tax. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Agreement may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Respondent to take advantage of the County's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the County. Sales Tax Exemption Forms are available upon request from the Bell County Auditor's Office.
- F. **STATEMENTS:** No oral statement of any person shall modify or otherwise change or affect the terms and conditions; plans and/or specifications stated in this RFP packet and/or RFP instructions/requirements.
- G. **PURCHASE ORDER:** If required by the Bell County Auditor's Office a purchase order(s) may be generated to the successful Respondent for items and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.
- H. **PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a correct invoice to the ordering department for work specified by this Agreement. No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the County department making the purchase. As a minimum, invoices shall include:
1. Name, address, and telephone number of Respondent and similar information in the event the payment is to be made to a different address,
 2. County agreement, Purchase Order, and/or delivery order number, if applicable,
 3. Identification of items or service as outlined in the agreement,
 4. Quantity or quantities, applicable unit prices, total prices, and total amount,

5. Any additional payment information which may be called for by the agreement, and
6. A current W-9 Form filled out and on file with the Auditor's Office

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Denise Fiebig, (254) 933-5113.

If a discrepancy is found on any invoice, the County will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received unless the Respondent has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

- I. **CONFLICT OF INTEREST:** No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. ***The Conflict-of-Interest Statement is attached (see Appendix C) to this RFP packet. This form should be completed, signed, and submitted with your Proposal.***
- J. **CERTIFICATE OF INTERESTED PARTIES:** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. ***Information regarding the 1295 Form is attached (see Appendix E) to this bid packet.*** The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County.
- K. **ETHICS:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Bell County prior to an award of contact or during the agreement performance dates.
- L. **HOUSE BILL 89 VERIFICATION:** House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign form HB 89 Verification Form (**see Appendix F**), if applicable, verifying that they do not boycott Israel nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract.
- M. **SENATE BILL 252:** Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

- N. **DOCUMENTATION**: Respondent shall provide with this RFP response, all documentation required by this proposal. Failure to provide this information may make the RFP non-responsive and as a result the RFP may be rejected by the Commissioners Court.
- O. **TERMINATION FOR CAUSE OR DEFAULT**: Bell County reserves the right to enforce the performance of this agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this agreement. Non-Performance of the Respondent in terms of specifications shall be a basis for the termination of the agreement by the County. The County shall not pay for commodities/services which are unsatisfactory. Awarded Respondent may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- P. **TERMINATION FOR CONVENIENCE**: Bell County may terminate this agreement and/or any additional agreement containing terms necessary to ensure compliance with the awarded proposal, for convenience and without cause or further liability, upon sixty (60) days written notice to awarded Respondent. In the event Bell County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the awarded Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Bell County's termination for convenience.
- Q. **DISPUTES**: The parties agree that, in the event of a dispute or alleged breach subject to termination for cause or convenience above, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management, prior to resorting to litigation, other than disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). Any disputes arising under this agreement that cannot be successfully resolved by the parties within seven (7) business days may be settled by appropriate legal proceedings. The rights and obligations described herein shall survive completion of and final payment under this agreement. This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.
- R. **APPLICABLE LAW**: This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in BELL COUNTY, Texas.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RESPONDENT AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY BELL COUNTY, AND HOLD HARMLESS THE BELL COUNTY, REPRESENTATIVES OF THE BELL COUNTY, THE COMMISSIONERS COURT OF BELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN BELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE RESPONDENT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE

LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH BELL COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

- S. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- T. COMPLIANCE WITH LAWS:** The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this RFP including the TEXAS HAZARD COMMUNICATION ACT.
- U. RESPONDENTS EMPLOYEES/SUBRESPONDENTS:** Bell County shall have the right at any time to request replacement of any of the Respondent's employees. Upon such request, the Respondent shall use all reasonable efforts to promptly replace such employee with a team member having skills and training that are equal to or exceed those of the individual to be replaced. All such replacement personnel shall require prior written approval by Bell County.
- V. NOTICE OF DELAYS:** In the event the Respondent encounters or anticipates difficulty in meeting performance or schedule requirements, or when it anticipates or encounters difficulty in complying with the project requirements, or whenever the Respondent has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the Respondent shall promptly notify, Ammy James, Assistant Auditor/Purchasing in writing, giving pertinent details. This provision shall not be construed as a waiver by Bell County of any performance schedule, or any rights or remedies provided by law or under this agreement.
- W. CHANGE CONTROL PROCESS:** The mechanism used to make changes to this agreement shall be finalized by Bell County and the Respondent during final agreement negotiations. The established change control process shall, at a minimum, include the provisions outlined below.
1. Either party may identify a requirement for, or propose a change to, the services described in this agreement, to include all attachments hereto.
 2. Proposed changes submitted by the Respondent must include the identification of any required changes to the schedule, scope, budget/prices, and personnel.
 3. Proposed changes submitted by Bell County shall be evaluated by the Respondent for the purposes of identifying the impact of such changes in terms of schedule, scope, budget/prices, and personnel. This information shall be provided to Bell County within five (5) business days of receipt of the proposed change.
 4. In any event, both parties shall be allotted no more than five (5) business days for the review of a proposed change request submitted by either party and shall indicate in writing that the parties approval/disapproval, or deferment of the proposed change.
- X. COPYRIGHT MATERIALS:** Materials listed in your RFP submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFP submission (**see Appendix B**) for more information. Bell County is subject to the Texas Public Information Act. Any information submitted to Bell County is presumed to be public information and available to the public, unless noted in Appendix B. If an outside individual or entity requests to review copies of the information marked in Appendix B as confidential, Bell County will request an open records decision from the State of Texas Attorney General's Office asserting appropriate exceptions to disclosure. The respondent shall be responsible for substantiating the confidentiality of the information or materials

requested at its own expense.

- Y. INDEPENDENT RESPONDENT:** The agreement does not create an employee/employer relationship between the award Respondent and Bell County. It is Bell County's intention that the awarded Respondent will be an independent Respondent and not an employee of Bell County's for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers' compensation, and unemployment insurance laws. The Respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The Respondent agrees that it is a separate and independent enterprise from Bell County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Respondent and Bell County, and Bell County will not be liable for any obligation incurred by the Respondent, including but not limited to unpaid minimum wages and/or overtime premiums.
- Z. INSURANCE:** The RESPONDENT shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT:
1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - a. Waiver of Subrogation in favor of the Bell County, form WC 420304, and
 - b. A 30-day Notice of Cancellation/Material Change in favor of the Bell County, form WC 420601.
 2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:
 - a. Independent Respondents coverage
 - b. Bell County listed as additional insured
 - c. 30-day Notice of Cancellation in favor of Bell County
 - d. Waiver of Transfer Right of Recovery Against Others in favor of Bell County
 3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the BELL COUNTY:
 - a. Waiver of Subrogation endorsement TE 2046A
 - b. 30-day Notice of Cancellation endorsement TE 0202A
 - c. Additional Insured endorsement TE 9901B
 4. Agent's errors and omission with a minimum of \$1,000,000 per occurrence.

The RESPONDENT must complete and forward a certificate of insurance to the BELL COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. The RESPONDENT shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the BELL COUNTY. Approval of insurance by the BELL COUNTY shall not relieve or decrease the liability of the RESPONDENT hereunder.

The RESPONDENT'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of an A- or better.

All endorsements naming the BELL COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Bell County
Attn: Ammy James
P.O. Box 454
Belton, Texas 76513

The "other" insurance clause shall not apply to the BELL COUNTY where the BELL COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the BELL COUNTY and RESPONDENT, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The RESPONDENT shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The RESPONDENT shall provide the BELL COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the RESPONDENT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

BELL COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the RESPONDENT.

The RESPONDENT shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

The RESPONDENT shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the RESPONDENT.

VI.

CONTRACT AWARD / EVALUATION CRITERIA

- A. **EVALUATION COMMITTEE:** An evaluation committee will be formed by interested stakeholders to examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Bell County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.
- B. **NEGOTIATIONS:** Bell County may initiate discussions and negotiations with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Bell County expects to conduct discussions with respondent's personnel authorized to enter into contractual obligations.
- C. **AWARD:** Award of the Contract shall be made to the responsible respondent whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications, and qualities of the respondents which best meets the needs of the using department. Bell County may use references to make judgments directly affecting the award of this Contract.
- D. **UNSOLICITED COMMUNICATION:** Commissioners Court discourages unsolicited verbal or written communications from competing companies which may pertain or relate directly or indirectly to any RFP response being evaluated by Bell County or the Commissioners' Court which has been submitted in response to this RFP and which contemplates award of a contract, unless provided for in this RFP.
- E. **SELECTION/EVALUATION:** Negotiations will be undertaken with the service provider whose RFP response best addresses the needs of the proposed project and demonstrates the ability and experience to perform the work. Bell County will select the provider of the requested services based on the following considerations. Award of the contract will be to the responsive service provider whose RFP response is most advantageous to the County.
- F. **CRITERIA:** RFP responses will be evaluated on evidence of understanding of the problem and the objectives to be achieved, the technical and administrative capabilities of the firm in relation to the needs of the project, the firm's and/or principals within the firm's participation and success with like projects for other customers, scientific qualification, and participation in other comparable projects.

The following criteria are those that will be applied in the evaluation of the RFP:

1. QUALIFICATIONS TO ACHIEVE PROJECT COMPLETION

The extent to which the firm has personnel with the necessary experience and training to perform the work. - (25 points).

2. PROFESSIONAL COMPETENCE & PREVIOUS PERFORMANCE

The extent to which the service provider has demonstrated competence in performing similar work, the extent of former client satisfaction, and the ability to perform within a public agency's management requirements. Previous performance with rare species known in Bell and Coryell Counties, such as: Karst, Golden Cheeked Warbler, Salamanders, Freshwater Mussels, and Monarch Butterflies. - (30 points).

3. COST AWARENESS

Alternate solutions permitting Owner choices taking into consideration first cost, long term cost and maintenance factors, the ability to perform an RHCP within a specified budget, and the extent to which the firm(s) have succeeded in doing so. - (20 points).

4. WORK PLAN, ORGANIZATION ABILITY, & MANAGEMENT PLAN

The extent to which the firm has developed a work program and an end product that demonstrate a thorough understanding of the scope of the projects and that will meet the needs of Bell County, and other stakeholders. Backup capability relative to key personnel, and description of how this project will get the best level of attention. An organizational structure and management plan for the project that will be highly responsive to the needs and interests of the County. - (20 points)

5. LOCAL OFFICE

A statement of the capability to perform required activities within Bell and Coryell County (5 points).

VII.

PROPOSAL SPECIFICATIONS

Bell County, in partnership with Coryell County and other interested cities, districts, groups and agencies, is seeking assistance in creating a Regional Habitat Conservation Plan (HCP) and associated National Environmental Policy Act (NEPA) documentation for the conservation of federally listed species in the region of Bell and Coryell Counties, Texas. The partners will seek an HCP Planning Assistance grant from FWS, through Texas Parks and Wildlife Department, in the summer of 2022.

This work will primarily seek to protect habitat for federally listed species, including Karst invertebrates, Golden Cheeked Warbler, Salamanders, Freshwater Mussels, and Monarch Butterflies, known or thought to occur within Bell and/or Coryell Counties. The plan may also consider protection of other species of concern occurring within Bell and/or Coryell Counties, including those listed by Texas Parks and Wildlife. The plan is anticipated to complement, but not duplicate, the existing efforts of other agencies, such as the U.S. Military, Texas Department of Transportation, or Texas Parks and Wildlife, that are involved in conservation of these species.

The work will culminate in a comprehensive habitat conservation plan which will, when implemented, provide for protection of the listed species and their habitat and allow for authorized “taking” of listed species through the issuance of a FWS “incidental take permit”.

Bell County is issuing this RFP to obtain the services of a qualified environmental consulting firm to assist in the development of an HCP. Bell County is requesting proposals and qualifications from environmental consulting firms interested in providing services including, but not limited to, those described in the Statement of Work set forth below.

The specifications are not intended to eliminate any potential Respondent from proposing; however, they are intended to outline the quality and service desired. Any exceptions or deviations from requested service must be clearly identified and explained in writing. The data included in this RFP is believed to be current and accurate but is not intended to be an express or implied warranty.

A. TIMELINE: The following is a tentative timeline through contract award:

RFP release date:	October 1, 2021
Deadline for questions and clarifications:	October 19, 2021 @ 2:00 p.m.
Proposal submissions are due:	November 9, 2021 @ 2:00 p.m.
Evaluation committee selects contractor:	November 18, 2021
Negotiations begin with selected contractor:	November 22, 2021
County awards contract in Commissioners Court:	December 13, 2021

B. INFORMATION REQUIRED FROM RESPONDENT:

1. LETTER OF TRANSMITTAL

The transmittal letter must include the following:

a. STATEMENT OF UNDERSTANDING

Brief statement of understanding of the work to be performed and a positive commitment to perform the work within the schedule included herein.

b. CONTACT PERSON

Name of the contact person or representative for the firm, title, address, and phone number. State whether the contact person is authorized to bind the firm. If not, state who is authorized to sign on behalf of the firm.

c. LITIGATION SUMMARY

A litigation summary that briefly describes any claims or lawsuits that have been filed against the firm(s) for misfeasance or nonfeasance of professional service must be provided. Identify the claim or suit by adverse party, case number, jurisdiction where filed, and current status. If no summary is given or if a general statement is given which refers the County to inquire with a firm's counsel, the RFP response may be considered NON-RESPONSIVE and eliminated from consideration.

2. SERVICE PROVIDER INFORMATION

The respondent will provide information about the firm(s) and the personnel to be assigned to this project, to include:

a. NAME AND ADDRESS

The name and business address of the firm and principal who would be responsible for the work.

b. RESUMES

Current resumes and/or Curriculum Vitae of the proposed key personnel, to include PROJECT MANAGER, CHIEF SCIENTIST, and other personnel to be committed to these projects.

(NOTE: no substitutions of listed personnel will be allowed without specific written permission from Bell County.)

c. RECENT PROJECTS

Interested firms should submit the following information:

- i. A list of client references which they have done business with; specifically including any work history with stakeholders in the Bell or Coryell County Area, such as Ft. Hood, TXDOT, etc. References should include, as a minimum, contact information (email and phone), type of work done, and dates of work performed.
- ii. A list of relevant regulatory and non-regulatory documents associated with ESA, NEPA, and/or other USFWS documents or permits.

- iii. An outline on how the firm will perform this contract and an associated timeline with staff loading.

d. HUB or WOSB

A statement of the extent to which the organization qualifies as a small, woman and/or minority owned business.

e. LOCAL OFFICE

A statement of the capability to perform required activities within Bell and Coryell County.

f. AVAILABILITY

An assessment of the present and projected workload at the office where this project will be accomplished.

3. STATEMENT OF WORK

The services required of the selected firm shall include, but are not limited to, the items listed below. Describe your firm's approach to performing these services.

- a. Development of HCP Planning Assistance Grant application to be submitted to FWS, through Texas Parks and Wildlife Department.
- b. Preparation of a Habitat Conservation Plan (HCP) that meets the issuance criteria of FWS.
- c. Provide biological data on:
 - i. the range of listed species.
 - ii. the habitat of listed species.
 - iii. the current conservation lands already set aside.
 - iv. the conservation needs of the species (as per reviews of recovery plans)
 - v. other relevant information and data.
- d. Development of appropriate Geographic Information Systems (GIS) information associated with the HCP (overlays for listed species, their habitats, appropriate socioeconomic data, etc.), well documented (i.e., with metadata) in ArcGIS version 10.3 or higher, or compatible.
- e. Assemble information on and coordinate meetings of groups that will be involved in the HCP development (biologists/scientists, government entities, environmental organizations, real estate interest, and other interested groups or individuals).
- f. Organize, run, and document meetings for: Biological Advisory Team (BAT), Citizens Advisory Committee (CAC), internal meetings, and status updates to Bell and Coryell County, and designated stakeholders.
- g. Provide extensive impact data to anticipate the level of take needed in the permit area to include:

- i. anticipated county, city, state, federal infrastructure projects
- ii. growth patterns in the area (e.g. rural vs. urban development)
- h. Provide ability to determine incidental take for listed species through aerial change detection analysis. (i.e., remote sensing).
- i. Provide legal review of permit application and general review of other documents produced.
- j. Provide description of plan to work with FWS to include the U.S. Army at Ft. Hood's consultation requirements with FWS and inclusion of mitigation through this HCP.
- k. Provide description of plan to include transportation projects consultation requirements with FWS and inclusion of mitigation through this HCP.
- l. Collaboratively prepare draft and final HCP.
- m. Submission of a Section 10(a) "Take" permit application pursuant to the Endangered Species Act (ESA).
- n. Develop an economic analysis of the HCP impact.
- o. Develop a cost/funding plan for the HCP development, to include first cost, long term cost, and maintenance factors.
- p. Prepare NEPA review/documentation (Development of an Environmental Impact Statement as required by the National Environmental Policy Act).

4. METHOD

The respondent is asked to describe their substantive approach to providing the services in a phased approach, such as the phases listed below. What services are to be performed within each phase? How will those services be provided? What kind of specialized services are needed? Identify any constraints or limitations. The respondent is not limited to the phases listed here; this is only a suggested phasing.

- Phase 1: Project Development and Community Guidance
- Phase 2: Preliminary Draft of HCP
- Phase 3: Committee/Agency Review and HCP Completion
- Phase 4: Environmental Impact Statement (EIS)
- Phase 5: Permit Processing

5. PROPOSAL PRICING

Provide itemized pricing for all items requested in this proposal, by phase or other breakdown, to include initial cost of completion of application for HCP Planning Assistance Grant.

6. MANAGEMENT PLAN

Describe in both narrative and graphic form how the service provider proposes to manage the project. Include a schedule of work to be performed with milestones.

Provide general information on the organization and management processes of the firm involved in the project (sole proprietor, partnership, corporation, joint venture, etc.), as well as a more

specific outline of the structure of the proposed project team. The management plan should include a narrative, and an organizational chart of the project team, which indicates the time commitments and task responsibilities of each key team member during each phase of the project. Provide a description of how the service provider intends to assure that all services will be well-coordinated and that any problems that may arise can be resolved without infringing on the project. This section should answer questions such as:

- a. Who will have overall responsibility?
- b. What will the lines of authority be?
- c. How much of each person's time will be committed to the project?
- d. When will each phase of the project be complete?

7. SCIENTIFIC CREDENTIALS (INCLUDE ALL PLANNED PARTICIPANTS)

- a. Scientific credentials – submit a list of peer reviewed publications by your firm, principals within your firm, partner firm, etc. (Curriculum Vitae).
- b. Submit list of experience working with U.S. Fish and Wildlife Service, Texas Parks and Wildlife, or other State or Federal Agencies/Departments, to include work performed for, or for submissions to, these agencies.
- c. Current legal action – submit a summary of any legal actions your firm is involved in and a certified statement that the firm is: “registered and licensed within the State of Texas, and that the firm is not barred, suspended, or otherwise prohibited from practice by any federal, state, or local agency.”
- d. Current FWS permits – submit a summary of current FWS permits held by your firm, principals within your firm, partnering firms, or individuals.

8. STATEMENT OF COMPLIANCE:

All Respondents shall detail any, and all exceptions or deviations from the RFP requirements in the table titled “Exceptions from Requirements/Specifications”. Any requirements listed in the RFP that cannot or will not be met or complied with in their entirety, or that require separate action, additional fees or charges, or additional consideration must be described in this section, Requirements not specifically identified in this section will be interpreted as the Respondents compliance to the RFP requirement.

9. TIMELINE:

Respondents shall provide a complete and detailed schedule of the time frame required. The project is anticipated to take 3 years, no more than 5 years; with permit issuance at the end of the project period; if the project takes more than 3 years, a majority of the work should be performed in years 1-3.

10. REQUIRED FORMS:

- a. W9 Form (Appendix A)
- b. Texas Public Information Act (Appendix B)
- c. Conflict of Interest Questionnaire (Appendix C)
- d. Certification Regarding Debarment, Suspension, and Ineligibility (Appendix D)

- e. House Bill 89 Verification (Appendix F, if applicable)
- f. References (Appendix G)

C. SIGNATURE OF ACCEPTANCE: By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the RFP closing with any competitor or any other person engaged in such line of business.

The below signature also indicates the following:

1. Person or person's interest in this RFP as principals are those named herein.
2. I (we) have carefully examined the advertisement and contents within the proposal.
3. The Respondent is acknowledging the Conflict-of-Interest Clause and agrees to follow necessary requirements.
4. The Respondent confirms that they have read this entire RFP document and agrees to the terms stated herein.
5. Addenda _____ through _____ have been considered as part of this proposal.

The undersigned, by their signature, represents that they are authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFP specifications, and special provisions stated herein for the amount(s) shown on the accompanying RFP form.

Full Legal Name of Company	
Address	
City, State, Zip	
Phone Number	
Fax Number	
After Hours Phone or Cell Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT (Form is also included, as appendix A)**

Fillable W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Remit to address (if different from above):

Address #1: _____
Address #2: _____
City/State/Zip: _____
Phone#: _____
Fax Number: _____
Contact Person: _____

APPENDIX A

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.																		
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)																			
	Business name/disregarded entity name, if different from above																			
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____																			
	<input type="checkbox"/> Other (see instructions) ▶ _____																			
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																		
City, state, and ZIP code																				
List account number(s) here (optional)																				
Part I Taxpayer Identification Number (TIN)																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>	Social security number																	
Social security number																				
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Employer identification number																				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																				
Part II Certification																				
Under penalties of perjury, I certify that:																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).																				
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.																				
Sign Here	Signature of U.S. person ▶	Date ▶																		
General Instructions																				
Section references are to the Internal Revenue Code unless otherwise noted.																				
Purpose of Form																				
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.																				
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:																				
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.																				
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.																				
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:																				
<ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). 																				
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.																				

APPENDIX B



Texas Public Information Act Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the Bell County are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the County contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Respondent Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

APPENDIX C



BELL COUNTY CONFLICT OF INTEREST STATEMENT

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What contractors/persons are subject to Chapter 176?

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A contractor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered;
or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or Proposals, correspondence, or writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the contractor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a contractor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or Proposals, correspondence, or another writing related to a potential agreement with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, Proposal or response to the County of Bell or begins contract discussions or negotiations with the County.

3. Complete this Section by listing the name of the local government officer (member of County Council or County Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (County Council or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the contractor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

See form on next page. A signature is required in box #4 regardless of any other entry on the form.

**A copy of Chapter 176 of the Texas Local Government Code can be found at:
<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

APPENDIX D



Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

APPENDIX E



CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County. The successful bidder will be required to complete and print the form via the Texas Ethics Commission's website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The "identification number" to be used on the 1295 form for this procurement is:

18-22

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

APPENDIX F



House Bill 89 Verification Form

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the
age of eighteen (18) years of age, do hereby depose and verify under oath that the company
named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company,
business or individual with Bell County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

APPENDIX G



REFERENCES

Include below three references:

Reference #1

Company Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone and Fax #'s _____
Email Address _____
Dates of Service _____
Description of Services Provided _____

Reference #2

Company Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone and Fax #'s _____
Email Address _____
Dates of Service _____
Description of Services Provided _____

Reference #3

Company Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone and Fax #'s _____
Email Address _____
Dates of Service _____
Description of Services Provided _____

APPENDIX H



COUNTY OF BELL **MASTER SERVICE AGREEMENT**

This Agreement entered into as of _____ day of _____, 20__, by BELL COUNTY and _____ ("Company"). In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement incorporates the terms and conditions of the Company's Proposal dated _____, attached hereto and incorporated herein for all purposes as "Attachment A". In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County's sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

This Agreement shall be effective upon proper execution by the County. It shall be effective from _____, through _____. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

5. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS

(COLLECTIVELY “INDEMNITORS”) SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY BELL COUNTY, AND HOLD HARMLESS THE BELL COUNTY, REPRESENTATIVES OF THE BELL COUNTY, THE COMMISSIONERS COURT OF BELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN BELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY “LIABILITIES”) OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH BELL COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

6. INSURANCE

Your COMPANY agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

- a) A Waiver of Subrogation in favor of the Bell County, form WC 420304
- b) A 30-day Notice of Cancellation/Material Change in favor of the Bell County, form WC 420601

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:

- a) Independent Company's coverage
- b) Bell County listed as additional insured
- c) 30-day Notice of Cancellation in favor of Bell County
- d) Waiver of Transfer Right of Recovery Against Others in favor of Bell County

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the BELL COUNTY:

- a) Waiver of Subrogation endorsement TE 2046A
- b) 30-day Notice of Cancellation endorsement TE 0202A
- c) Additional Insured endorsement TE 9901B

Your COMPANY must complete and forward a certificate of insurance to the BELL COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. Your COMPANY shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the BELL COUNTY. Approval of insurance by the BELL COUNTY shall not relieve or decrease the liability of the COMPANY hereunder.

The COMPANY'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the BELL COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Bell County
P.O. Box 454
Belton, Texas 76513

The "other" insurance clause shall not apply to the BELL COUNTY where the BELL COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both BELL COUNTY and your COMPANY, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. Your COMPANY shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The COMPANY shall provide BELL COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, your Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The BELL COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as your COMPANY.

Your COMPANY shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

Your COMPANY shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverage's required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of your COMPANY.

7. PAYMENT AND PERFORMANCE

Payment for services described in this agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

8. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Bell County, Texas, as the choice or venue and jurisdiction and site of performance by the parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. ETHICAL CERTIFICATION

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY
Bell County

COMPANY

By: _____
David Blackburn

By: _____

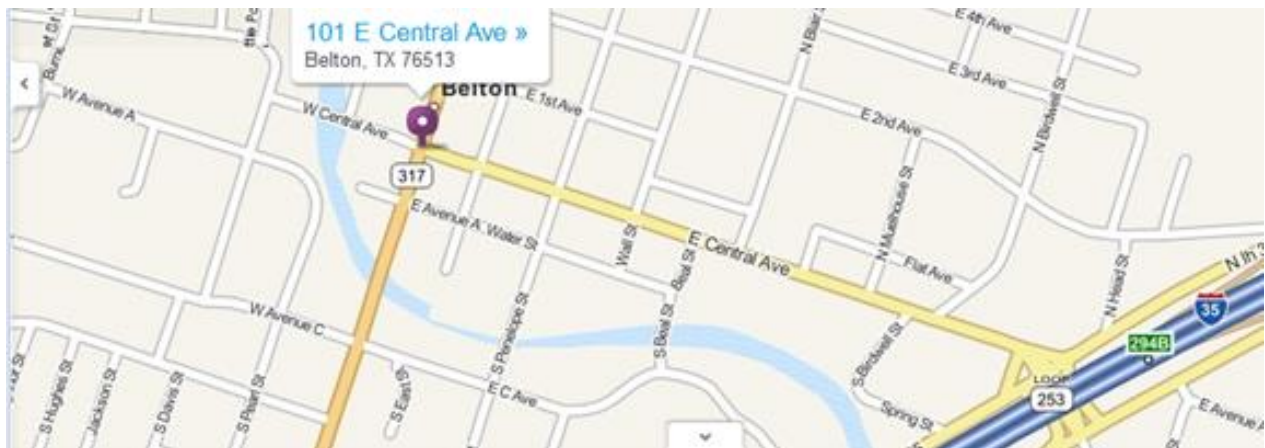
Title: County Judge

Title: _____

APPENDIX I



Bell County 101 E. Central Ave Belton, TX 76513



Directions:

From North (Dallas, Waco)

Take IH-35 Southbound,
Exit 294A toward Central Ave Exit,
Turn slight right onto E Central Ave
Just past N. Head St. the Bell County Courthouse is on the left.

From South (Austin, Georgetown)

Take IH-35 Northbound,
Exit 293A toward US-190 W/TX 317/Killeen/FM-436/Ft. Hood,
Turn slight left onto S. IH 35,
Turn left onto TX-317 N/Holland Rd. continue to follow TX 317 N.,
Turn Right onto E Central Ave/FM-253 Loop, 101 E. Central Ave. is on the right.

INTERLOCAL AGREEMENT TO DEVELOP A REGIONAL HABITAT CONSERVATION PLAN IN BELL AND CORYELL COUNTIES

This Interlocal Agreement (“Agreement”) is made and agreed to by and among Bell County, Coryell County, Clearwater Underground Water Conservation District (“Clearwater UWCD”), Middle Trinity Groundwater Conservation District (“Middle Trinity GCD”), City of Gatesville, City of Copperas Cove, City of Killeen, City of Harker Heights, City of Belton, City of Temple, the Village of Salado, and the Brazos River Authority (collectively, the “Parties” and, individually, a “Party”), for the purpose of creating the Karst Coalition to develop a regional habitat conservation plan (“RHCP”) in Bell and Coryell Counties (the “Planning Area”).

RECITALS

WHEREAS, Bell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, Coryell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, Clearwater UWCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8877 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Bell County in August 1999;

WHEREAS, Middle Trinity GCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8862 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Comanche and Erath Counties in May 2002, and later by the voters of Bosque County in May 2009, and the voters of Coryell County in November 2009;

WHEREAS, the City of Gatesville is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Copperas Cove is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Killeen, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Harker Heights, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Belton is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Temple is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Village of Salado is a Type A general-law municipality created and operating pursuant to Article XI, Section 4 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Brazos River Authority is a conservation and reclamation district, a river authority, and a body politic and corporate created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; and the applicable general laws of the State of Texas;

WHEREAS, the Parties, each being a political subdivision, and either a county, special district, or municipality of the State of Texas, desire to enter this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code, and form the Karst Coalition;

WHEREAS, the purpose of this Agreement is to facilitate regional joint management, cooperation, and funding among and between the Parties and other stakeholders in and around the Planning Area in the development of an RHCP;

WHEREAS, the collective funding of an RHCP is intended to stimulate, encourage, and support development and conservation in and around the Planning Area, while supporting the Parties' potential future application for an incidental take permit under Section 10(a) of the Endangered Species Act ("ESA") in the event such a permit is required and desired;

WHEREAS, the Parties intend to request and receive a grant from the United States Fish and Wildlife Service ("FWS") in order to fund certain regional habitat conservation planning efforts, while providing a local match of no less than 25 percent of the funds awarded by FWS;

WHEREAS, the Parties will coordinate and manage the execution of the consultant services contract for the development of the RHCP, with Bell County, by agreement, taking the public lead, and each Party's designated representative having an equal vote on substantive decisions as described below; and

WHEREAS, the governing bodies of the Parties have each respectively determined for themselves that they have the authority to carry out the purposes and perform the tasks required of developing an RHCP, and accordingly have each approved and authorized the execution and performance of this Agreement;

NOW THEREFORE, in consideration of the promises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
AUTHORIZATION AND PURPOSE**

1.1 Authority and Purpose.

- (a) This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and other applicable law, including Texas Parks and Wildlife Code Chapter 83.
- (b) The purpose of this Agreement is to set out the terms governing and the rights and duties respecting the Parties' coordination, development, administration, implementation, and funding of an RHCP.

**ARTICLE II.
CREATION OF COORDINATING COMMITTEE**

2.1 Creation and Purpose.

- (a) The Coordinating Committee is hereby created as of the Effective Date pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the Parties.
- (b) The Parties are authorized by state law to develop and implement an RHCP, and the Coordinating Committee is created to carry out those essential governmental purposes on.

2.2 Coordinating Committee Membership and Voting:

- (a) The Coordinating Committee shall consist of one (1) representative appointed by the governing bodies of each of the signatories to this Agreement.
- (b) The appointed members of the Coordinating Committee shall appoint a Chair.
- (c) Members of the Coordinating Committee by virtue of their membership on the Coordinating Committee, do not hold a civil office, an office of profit of trust, or emolument, within the meaning of Article XVI, Section 12, 30, or 40 of the Texas Constitution.
- (d) Members of the Coordinating Committee shall serve until the governing body of a Party appoints a new member. No Party shall be represented by more than one appointed representative at a time. If a member of the Coordinating Committee is unable to attend a meeting, that member may, in writing, appoint a voting proxy in their stead and be counted for quorum and voting purposes. Voting shall be 'one member, one vote' unless a member requests weighted voting based upon cost sharing allocations.

2.3 Coordinating Committee Meetings.

- (a) The Coordinating Committee shall meet periodically as necessary to fulfill the purpose of this Agreement.
- (b) Coordinating Committee meetings shall be scheduled to occur at a place and time determined in advance by the Coordinating Committee members.
- (c) The Coordinating Committee shall adopt bylaws governing the Coordinating Committee's meetings as prescribed by this Agreement.

2.5 Notice.

- (a) Written notice of each meeting of the Coordinating Committee must be delivered to each Coordinating Committee member. The notice must be delivered at least three (3) calendar days before a meeting by electronic mail and facsimile, courier, or hand delivery.
- (b) Coordinating Committee meetings and notice are subject to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE III. DUTIES OF THE COORDINATING COMMITTEE

3.1 General Powers. The Coordinating Committee has all of the powers of the Parties that are necessary and consistent with its duties set forth in this Agreement.

3.2 Principal Duties.

- (a) The Coordinating Committee is created and shall operate to carry out the purposes and goals of this Agreement, and particularly the planning, coordinating, development, and implementation of an RHCP in the Planning Area.
- (b) In furtherance of this Agreement and the purposes set forth herein, the Coordinating Committee shall perform the following tasks:
 - (i) Perform the duties of the Evaluation Committee as set forth in the Request for Proposals issued on October 1, 2021 as RFP 18-22, attached as **Exhibit A**, and incorporated for all purposes by reference, which includes selecting a contractor to develop an RHCP (the "Selected Contractor");
 - (ii) Make recommendations to the Parties regarding annual budgets, alternative funding sources, and other actions necessary to develop and implement an RHCP in the Planning Area;
 - (iii) Provide policy oversight regarding the development and implementation of an RHCP in the Planning Area, including coordinating with FWS; and

- (iv) Coordinate among and between Parties and other stakeholders to identify future actions, duties, and roles of the Coordinating Committee, the Parties, and other stakeholders.
- (v) Review this Agreement annually, and recommend amendments to the Parties as necessary.

3.3 Administration.

- (a) Administration services for the Coordinating Committee shall be performed by the Administrator, who shall be designated by Bell County.
- (b) The Administrator serves as the Chief Administrative Officer to the Coordinating Committee. The Administrator's duties include, but are not limited to, the following:
 - (i) Coordinating activities and meetings of the Coordinating Committee;
 - (ii) Preparing and posting public notices in compliance with this Agreement and Texas Open Meetings Act, Chapter 551 of the Texas Government Code;
 - (iii) Keeping records, and preparing materials as may be needed for purposes of carrying out the scope of this Agreement;
 - (iv) Coordinating with the Selected Contractor as may be necessary throughout the development of an RHCP;
 - (v) Managing, tracking, and reporting on all budgets as described herein at Coordinating Committee meetings;
 - (vi) any and all other duties as may be assigned by the Coordinating Committee.

ARTICLE IV. INITIAL BUDGET AND COST-SHARING SCHEDULE

4.1 Initial Budget.

- (a) This, Section 4.1 of the Agreement shall remain in effect from the Effective Date until the expiration of one (1) calendar year, or until superseded by the adoption of a new or amended budget, whichever occurs first.
- (b) Parties intend to request a grant from FWS in an amount not to exceed one million dollars and no/100 (\$1,000,000.00), and duly recognize that a FWS requires a local match of twenty-five percent under FWS grant guidelines, which local match may be cash and/or in-kind services.
- (c) Parties agree to fund the total Initial Budget, which shall not exceed \$250,000, and each Party agrees to commit to cost participation under the cost sharing formula as set forth in Exhibit B. Cost sharing commitments may include eligible in-kind services under FWS grant guidelines. The parties may withdraw from this agreement by Voluntary Removal as

described under Section 5.9 of this Agreement by providing written notice to the Administrator, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier.

- (d) The Administrator shall maintain copies of this Agreement, and retain copies of all invoices which shall be issued to the Parties each month (“Monthly Invoice”) according to this Agreement.
- (e) The Monthly Invoice shall list the expenses paid by Bell County on behalf of the Parties and which the Parties shall reimburse Bell County.
- (f) Parties shall pay Bell County the amount of each Monthly Invoice on a within 30 (thirty) days of receipt.
- (g) Bell County shall account for its labor and direct expenses associated with administering the development of an RHCP in Bell and Coryell Counties. Bell County will provide for this accounting for purposes of the grant application only as it relates to the allowance of in-kind services as part of the local match requirement.

ARTICLE V. GENERAL PROVISIONS

- 5.1 Recitals.** The recitals herein stated are correct, agreed upon, and hereby incorporated by reference and made a part of this Agreement.
- 5.2 Obligations of the Parties.** Parties agree to be bound by this Agreement, and to work in good faith toward achieving its purpose and the functions described herein.
- 5.3 Dissolution of the Coordinating Committee.** Any dissolution of the Coordinating Committee shall be effective only upon the expiration of the term of this Agreement or by amendment of this Agreement.
- 5.4 Termination.** Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, any Party defaults in the performance of any of the terms or conditions of this Agreement, the Administrator shall inform the Coordinating Committee of such Default by issuing a written notice to the Coordinating Committee members. The Coordinating Committee, upon receipt of such notice, shall (1) meet and may elect to provide a written notice after which the defaulting Party shall have 30 (thirty) days to cure or (2) remove the breaching Party from the Agreement by amendment.
- 5.5 Amendment.** The Parties, and their respective designees, may propose an amendment to this Agreement. An amendment to this Agreement is adopted if the governing bodies of each of the Parties adopt the amendment and furnish the Administrator with certified copies of the adopting resolutions.

5.6 Notices. To be effective, any notice provided under this Agreement must be in writing, and shall be deemed to have been received for all purposes upon the earlier to occur of hand delivery or three (3) days after the same is mailed by U.S. Postal Service certified or registered mail, return receipt requested, and addressed as follows:

If to Bell County:
Bell County Judge
The Honorable David Blackburn
P.O. Box 768
Belton, TX 76513

If to Brazos River Authority
General Manager
David Collinsworth
P.O. Box 7555
Waco, TX 76714

If to Coryell County:
Coryell County Judge
The Honorable Roger Miller
800 E. Main St. Ste. A
Gatesville, TX 76528

If to City of Gatesville:
City Manager
William Parry, III
110 N 8th St.
Gatesville, TX 76528

If to Clearwater UWCD:
General Manager,
Mr. Dirk Aaron
P.O. Box 1989
Belton, TX 76513

If to City of Copperas Cove:
City Manager
Ryan D. Haverlah
P.O. Box 1449
Copperas Cove, TX 76522

If to Middle Trinity GCD:
General Manager
930 North Wolfe Nursery Road,
Stephenville, TX 76401

If to City of Killeen:
City Manager
Kent Cagle
P.O. Box 1329 Killeen, TX 76540

If to City of Belton:
City Manager
Sam A. Listi
P.O. Box 120
Belton, TX 76513

If to City of Harker Heights:
City Manager
David Mitchell
P.O. Box 2518
Harker Heights, TX 76548

If to Killeen-Temple Metropolitan
Planning Organization:
Planning & Regional Services
Division Director
Uryan Nelson
P.O. Box 729
Belton, Texas 76513

If to City of Temple:
City Manager
Brynn Meyers
P.O. Box 207
Temple, TX 76503

If to the Village of Salado:
Village Administrator
Donald P. Ferguson
P.O. Box 219
Salado, TX 76571

- 5.7 **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, and shall be fully enforceable in Bell County or Coryell County.
- 5.8 **Formal Matters.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not that of partners, joint ventures, or any other relationship. This Agreement sets out the entire agreement of the Parties in connection with the subject matter addressed herein, and may be modified or amended only in accordance with Section 5.4 of this Agreement.
- 5.9 **Voluntary Removal.** At any time, a Party at its own discretion may deem it is in its own best interest to voluntarily terminate its participation in this Agreement, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier. Such termination shall be effective 30 (thirty) days after the terminating Party delivers written notice of termination to the other Parties. The Parties shall have no additional liability to one another for termination under this section.
- 5.10 **Prior Agreements Superseded.** This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 5.11 **Assignment.** No Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties. Any attempt to assign without such approval shall be void.
- 5.12 **Construction.** In case any one or more of the provisions contained herein shall be held to be for any reason invalid, illegal, or unenforceable in any respect, the remaining provisions of the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision, or by reason of the status of the respective Parties.
- 5.13 **Legal Compliance.** Parties, their officials, employees, designees, and agents shall comply with all applicable federal, state, and local laws and ordinances related to the work and services performed under this Agreement.
- 5.14 **Force Majeure.** No Party shall be responsible for delays or lack of performance by such entity or its officials, employees, designees, or agents that result from acts beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, pandemics or epidemics, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to accommodate the delay.

5.15 Multiple Counterparts. This Agreement may be executed in separate identical counterparts by the Parties and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

5.16 Not Third Party Beneficiary. The terms and provision of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

EXECUTED to be effective on the date signed by every Party, the latest of which shall be the Effective Date.

COUNTY OF BELL

By: _____
David Blackburn
County Judge

Date: _____

COUNTY OF CORYELL

By: _____
Roger Miller
County Judge

Date: _____

**CLEARWATER UNDERGROUND
WATER CONSERVATION DISTRICT**

By: _____
Dirk Aaron
General Manager

Date: _____

**MIDDLE TRINITY GROUNDWATER
CONSERVATION DISTRICT**

By: _____
Joe Cooper
General Manager

Date: _____

CITY OF GATESVILLE

By: _____
William Parry, III
City Manager

Date: _____

CITY OF COPPERAS COVE

By: _____
Ryan D. Haverlah
City Manager

Date: _____

CITY OF KILLEEN

By: _____
Kent Cagle
City Manager

Date: _____

CITY OF HARKER HEIGHTS

By: _____
David Mitchell
City Manager

Date: _____

CITY OF BELTON

By: _____
Sam A. Listi
City Manager

Date: _____

CITY OF TEMPLE

By: _____
Brynn Meyers
City Manager

Date: _____

VILLAGE OF SALADO

By: _____
Donald P. Ferguson
City Manager

Date: _____

KILLEEN-TEMPLE MPO

By: _____
Uryan Nelson
Planning & Regional Services Director

Date: _____

BRAZOS RIVER AUTHORITY

By: _____
David Collinsworth
General Manager

Date: _____

EXHIBIT A

Request for Proposals 18-2

EXHIBIT B
Cost Allocations

Each party to this agreement agrees to the following cost allocation for their respective entity:

Tier I entities:

Bell County	\$31,250
Coryell County	\$31,250
Clearwater UWCD	\$31,250
Brazos River Authority	\$31,250

Tier II entities:

City of Killeen	\$20,833.25
City of Temple	\$20,833.25
City of Copperas Cove	\$20,833.25
City of Harker Heights	\$20,833.25

Tier III entities:

City of Belton	\$8,333.20
City of Gatesville	\$8,333.20
Village of Salado	\$8,333.20
Middle Trinity UWCD	\$8,333.20
Killeen-Temple MPO	\$8,333.20

The cost allocation formula is based upon:

- 4 entities (Bell County, Coryell County, Clearwater UWCD, and Brazos River Authority) paying 50% of the grant match requirement (\$125,000). These entities are designated as ‘Tier I’ entities.
- 4 entities (cities of Killeen, Temple, Copperas Cove, and Harker Heights) paying two-thirds of one-half of the grant match requirement (\$83,334) remaining after the Tier I entities cost share is deducted.
- 5 entities (cities of Belton, Gatesville, Village of Salado, Middle Trinity UWCD, and Killeen-Temple MPO) paying one-third of one-half of the grant match requirement (\$41,666) remaining after the Tier I entities cost share is deducted.

A. TIMELINE: The following is a tentative timeline through contract award:

RFP release date:

October 1, 2021

Deadline for questions and clarifications:

October 19, 2021 @ 2:00 p.m.

Proposal submissions are due:

November 9, 2021 @ 2:00 p.m.

Evaluation committee selects contractor:

November 18, 2021

Negotiations begin with selected contractor:

November 22, 2021

County awards contract in Commissioners Court:

December 13, 2021